

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, NOVEMBER 5, 2019 – 6:00 PM**

ALEJANDRA SOTELO-SOLIS
Mayor

RON MORRISON
Vice Mayor

JERRY CANO
Councilmember

GONZALO QUINTERO
Councilmember

MONA RIOS
Councilmember

*1243 National City Blvd.
National City, CA 91950
619-336-4240*

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Recognizes Environmental Health Coalition's 40th Anniversary](#)
2. [National City Recognizes National City Chamber of Commerce for Platinum LEED Certification](#)

AWARDS AND RECOGNITIONS

3. [Circulate San Diego "2019 Momentum Awards: Innovation Award" - National City Engineering & Public Works Department. \(Engineering/Public Works\)](#)
4. [Women's Transportation Seminar \(WTS\) San Diego Chapter "2019 Alternative Modes & Active Transportation Award" - 18th Street "Complete Street" Project. \(Engineering/Public Works\)](#)
5. [2019 Beacon Spotlight Award Winner. \(Engineering/Public Works\)](#)

PRESENTATIONS

6. [Community Development Intro and Rollout. \(Community Development\)](#)

INTERVIEWS / APPOINTMENTS

7. [Appointment of the National City representatives to the Metropolitan Transit System \(MTS\) Board and Interviews and Appointments to Various City Boards and Commissions. \(City Clerk\)](#)

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

8. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. (City Clerk)
9. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 16, 2019 and the Special Meeting of the City Council of the City of National City of April 24, 2019. (City Clerk)
10. Resolution of the City Council of the City of National City: 1) accepting the work performed by Preman Roofing, Inc., for the City Hall Roof Replacement Project, CIP No. 18-08; 2) approving the final contract amount of \$325,555.00; 3) ratifying the release of retention in the amount of \$16,277.75; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
11. Resolution of the City Council of the City of National City: 1) accepting the work performed by Portillo Concrete, Inc. for the Harbison Avenue Road Diet Project, CIP No. 18-17; 2) approving the final contract amount of \$362,715.92; 3) authorizing the release of retention in the amount of \$18,135.80; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
12. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Cooperative Agreement between the City of National City and San Diego Port Tenants Association, STC Traffic, Inc. and DENSO International America (FSM Team) for Access to City of National City Traffic Signal Data for Freight Signal Priority Pilot Project Demonstration (Engineering/Public Works)
13. Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 42 E. 5th Street (TSC No. 2019-10). (Engineering/Public Works)
14. Resolution of the City Council of the City of National City authorizing the installation of "Keep Clear" pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center located on the north side of 8th Street, East of Harbor Drive (TSC No. 2019-11). (Engineering/Public Works)
15. Resolution of the City Council of the City of National City authorizing the Mayor to enter into an Age Friendly Communities Initiative Grant Agreement with the San Diego Foundation for \$50,000 to develop a

National City Age-Friendly Action Plan and authorizing the establishment of a grant appropriation and corresponding revenue account. (Housing Authority)

16. Resolution of the City Council of the City of National City accepting monetary donations to purchase turkeys to provide for the National City community during Thanksgiving Season 2019 and recognizing the donors of such gift. (City Manager and City Attorney)
17. Investment transactions for the month ended August 31, 2019. Finance)
18. Warrant Register #12 for the period of 9/11/19 through 9/17/19 in the amount of \$687,040.03. (Finance)
19. Warrant Register #13 for the period of 9/18/19 through 9/24/19 in the amount of \$1,911,165.10. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

20. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending National City Chapter 13.18 of the National City Municipal Code regarding tree preservation of city-owned trees and parkway landscaping as the City's Urban Forest Management Plan. (Engineering/Public Works)
21. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Section 18.12.160 (Historic Properties) of Title 18 (Zoning) of the National City Municipal Code. (Applicant: City-Initiated) (Case File 2019-23 A) (Planning)
22. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.21.020 (Allowed Uses Residential Zone) and 18.30.080 (Family Day Care Homes) of Title 18 (Zoning) of the National City Municipal Code. (Applicant: City-Initiated) (Case File 2019-27 A) (Planning)
23. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Section 18.29.070 (Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones) of Title 18 (Zoning) of the National City Municipal Code. (Applicant: City-Initiated) (Case File 2019-24 A) (Planning)

NON CONSENT RESOLUTIONS

24. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with DHS Consulting, LLC, for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP),

- including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
25. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Innovative Construction Consulting Services (ICCS) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
26. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Project Professionals Corporation (PPC) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)

NEW BUSINESS

27. Temporary Use Permit - Soldier Ride San Diego sponsored by Wounded Warrior Project on November 22, 2019 from 9 a.m. to 12 p.m. with no waiver of fees. (Neighborhood Services)
28. City Council Meeting Schedule for January 2020. (City Clerk)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - November 19, 2019 - 6:00 p.m. - Council Chambers - National City, California

The following page(s) contain the backup material for Agenda Item: [National City Recognizes Environmental Health Coalition's 40th Anniversary](#)
Please scroll down to view the backup material.

Item # ____

11/05/019

**NATIONAL CITY RECOGNIZES
ENVIRONMENTAL HEALTH COALITION'S 40TH ANNIVERSARY**

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF NATIONAL CITY

National City Recognizes Environmental Health Coalition's 40th Anniversary

WHEREAS, the Environmental Health Coalition is celebrating forty (40) years of mobilizing communities toward environmental justice and social change; and

WHEREAS, founded in 1980, Environmental Health Coalition began as a project called the Coalition of Cancer and grew to cover environmental health, social justice, human rights, and environmental sustainability; and

WHEREAS, for the last forty (40) years, Environmental Health Coalition has fought to improve the quality of life of underserved populations by creating safer and healthier neighborhoods; and

WHEREAS, Environmental Health Coalition has fostered community empowerment around environmental justice through advocacy, organizing, and leadership development; and

WHEREAS, National City acknowledges the Environmental Health Coalition and their work striving to improve the quality of environmental health for children, families, and neighborhood in the San Diego and Tijuana region; and

NOW THEREFORE, I, MAYOR ALEJANDRA SOTELO-SOLIS OF NATIONAL CITY, on this day, November 5, 2019, recognize

40th Anniversary of Environmental Health Coalition

For promoting environmental health and its mission to stand up for communities affected by environmental injustices.

Alejandra Sotelo-Solis
Mayor

Mona Rios
Council Member

Ron Morrison
Council Member

Gonzalo Quintero
Council Member

Jerry Cano
Council Member



— CALIFORNIA —

NATIONAL CITY

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The following page(s) contain the backup material for Agenda Item: [National City Recognizes National City Chamber of Commerce for Platinum LEED Certification](#)
Please scroll down to view the backup material.

Item # ____

11/05/19

**NATIONAL CITY RECOGNIZES
NATIONAL CITY CHAMBER OF COMMERCE
FOR PLATINUM LEED CERTIFICATION**

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF NATIONAL CITY

National City Recognizes National City Chamber of Commerce for Platinum LEED Certification

WHEREAS, the National City Chamber of Commerce (NCCC) was awarded LEED Platinum certification for Existing Buildings in Operations and Maintenance; and

WHEREAS, the NCCC is the first chamber in the nation to achieve the top certification, according to The Green Building Information Gateway and one of the two chambers of commerce worldwide that hold LEED Platinum Certification, according to the LEED project directory; and

WHEREAS, LEED Platinum certification is the highest rating possible – for energy efficiency and environmental sustainability; and

WHEREAS, the NCCC is the resource and leader for local businesses in sustainability and is launching LEED by Example; and

WHEREAS, National City recognizes NCCC's efforts of educating the business community and chamber visitors on the importance and positive impact of implementing sustainable strategies.

NOW THEREFORE, I, MAYOR ALEJANDRA SOTELO-SOLIS OF NATIONAL CITY, on this day, November 5, 2019, recognize

National City Chamber of Commerce for Platinum LEED Certification

For being the leader in energy efficiency and environmental sustainability.

Alejandra Sotelo-Solis
Mayor

Mona Rios
Council Member

Ron Morrison
Council Member

Gonzalo Quintero
Council Member

Jerry Cano
Council Member



— CALIFORNIA —
NATIONAL CITY

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The following page(s) contain the backup material for Agenda Item: [Circulate San Diego "2019 Momentum Awards: Innovation Award" - National City Engineering & Public Works Department. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

ITEM NO. _____

11/5/19

**Circulate San Diego “2019 Momentum Awards: Innovation Award” –
National City Engineering & Public Works Department
(Engineering & Public Works)**

The following page(s) contain the backup material for Agenda Item: [Women's Transportation Seminar \(WTS\) San Diego Chapter "2019 Alternative Modes & Active Transportation Award" - 18th Street "Complete Street" Project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

ITEM NO. _____

11/5/19

**Women's Transportation Seminar (WTS) San Diego Chapter "2019
Alternative Modes & Active Transportation Award" –
18th Street "Complete Street" Project
(Engineering & Public Works)**

The following page(s) contain the backup material for Agenda Item: [2019 Beacon
Spotlight Award Winner. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

ITEM NO. _____
11/05/19

2019 BEACON SPOTLIGHT AWARD WINNER

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: [Community Development Intro and Rollout. \(Community Development\)](#)
Please scroll down to view the backup material.

Item # ____

11/05/19

COMMUNITY DEVELOPMENT INTRO AND ROLLOUT

(Community Development)

The following page(s) contain the backup material for Agenda Item: [Appointment of the National City representatives to the Metropolitan Transit System \(MTS\) Board and Interviews and Appointments to Various City Boards and Commissions. \(City Clerk\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Appointment of the National City representatives to the Metropolitan Transit System (MTS) Board and Interviews and Appointments to Various City Boards and Commissions. (City Clerk)

PREPARED BY: Ron Williams, Acting City Clerk

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: 

EXPLANATION:

1. Appointment of the primary and alternate member of the National City Council to the MTS Board
(Appointing Authority: Mayor with approval of City Council)

Current Representatives	Appointed
Primary – Mona Rios	12-18-18
Alternate – Alejandra Sotelo-Solis	12-18-18
2. See attached list of City Boards and Committee Vacancies and Expired Terms

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Interview and appoint as desired.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Applications

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS

November 5, 2019

CIVIL SERVICE COMMISSION

(Appointing Authority: City Council)

There are two (2) expiring terms on the Civil Service Commission (**Leslie Coyote and David Garcia**). Mr. Garcia does not wish to be reappointed. Leslie Coyote has indicated a desire to be reappointed. There are no new applicants.

Name

Leslie Coyote

Expired Term

Interviewed

Incumbent (desires reappointment)

No Applicants

LIBRARY BOARD OF TRUSTEES

(Appointing Authority: Mayor, subject to confirmation by City Council)

There is one (1) vacancy on the Library Board of Trustees (**Deborah Hernandez**). Cheryl Howrey-Colmenero is the alternate member of the Board. As provided in Title 16 of the Municipal Code; *'An alternate member is automatically eligible for appointment as a regular member, provided the alternate member is in good standing (e.g., good attendance record)'*. There are no new applicants.

Name

Cheryl Howrey-Colmenero

Interviewed

Current Alternate Member

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB)

(Appointing Authority: Mayor, subject to confirmation by City Council)

There is one (1) vacancy (**Zachary Gomez**) and one (1) expiring term (**Nora McMains**). Mrs. McMains desires to be reappointed. A 4/5 vote is required for reappointment. There is one new applicant (**Joseph Crawford**).

Name

Nora McMains

Joseph Crawford

Interviewed

Incumbent (desires reappointment)

No

PUBLIC ART COMMITTEE

(Appointing Authority: Mayor, subject to confirmation by City Council)

There is one (1) expiring term on the Public Art Committee (**William Virchis**). Mr. Virchis has indicated a desire to be reappointed. There is one (1) new applicant (**Jacqueline Schliapnik**).

Name

William Virchis

Jacqueline Schliapnik

Interviewed

Incumbent (desires reappointment)

No

TRAFFIC SAFETY COMMITTEE

(Appointing Authority: Mayor, subject to confirmation by City Council)

There are two (2) expiring terms on the Traffic Safety Committee (**Christopher Coyote and Richard Sherman**). Mr. Coyote has indicated a desire to be reappointed. Mr. Sherman does not wish to be reappointed. There are no new applicants.

Name

Christopher Coyote

Expired Term

Interviewed

Incumbent (desired reappointment)

No Applicants

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Joseph L. Crawford E-Mail: crawf787@gmail.com

Home Address: 1317 D. avenue Apt 607 Tel. No. (619) 793-6902

Business Affiliation: For The People Promotions Title: Administrator

Business Address: National City P.O. Box Tel. No. (619) 477-1085

Length of Residence in National City: 5 yrs San Diego County: 43 California: 43

Educational Background: 12th Grade, City College, Columbia School of Broadcasting
IT Technical College, (Small Business Administration)

Occupational Experience: Youth Development, Computer Operation
Ex-Offender Services, Crime Prevention and Dance + Theater

Professional or Technical Organization Memberships: Model Ex-offenders, Alpha
Project, Crime Prevention

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Community Theater, Organizing Park & Rec Activities

Experience or Special Knowledge Pertaining to Area of Interest: Neighborhood Association,
Crime Prevention, Dance, Poetry, Theater

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 08/9/19 Signature: Joseph L. Crawford

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

RECEIVED
CITY CLERK
2019 OCT 10 2:18
CITY OF NATIONAL CITY

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Wednesday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

First Wednesday of every month
5:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month
1:00 p.m. – City Hall Large Conference Room

VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

Quarterly
Dates, time and location to be determined

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEESRECEIVED
CITY CLERK

___ Community & Police Relations Commission* (CPRC)
 ___ Library Board of Trustees
 ___ Parks, Recreation & Senior Citizens Advisory Board
 ___ Veterans & Military Families Advisory Committee*

2019 JUN 12 AM 11:37
 ___ Civil Service Commission
 ___ Planning Commission
☒ Public Art Committee*
 ___ Traffic Safety Committee

- > Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- > Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Jacqueline Schliapnik E-Mail: jackie@1045radio latina.ca

Home Address: 1018 E. Lexington Ave #21 Tel. No.: 619-607-7113

Business Affiliation: Radio Latina 104.5 FM Title: Account Executive

Business Address: 1690 W. Frontage Rd. CV-91911 Tel. No.: 619-336-7800

Length of Residence in National City: _____ San Diego County: 17 California: _____

Educational Background: Bachelors Degree - Communications
Broadcast Electronic Arts

Occupational Experience: Actor, MC, Voice over Artist,
Community Activist

Professional or Technical Organization Memberships: SD Hispanic Chamber of Commerce

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Community Activism

Experience or Special Knowledge Pertaining to Area of Interest: I have studied art my whole life and know how important it is to our society.

Have you ever been convicted of a felony crime? No: ☒ Yes: ___ misdemeanor crime? No: ___ Yes: ___
 If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 6/6/19

Signature: J Schliapnik

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.



June 7, 2019

To: The Public Art Committee

I have worked with Jacqueline Schliapnik for 6 years at Radio Latina 104.5 FM.

She serves as an Account Executive and dedicated Promotions Liason at station events.

Jackie has volunteered her time and talents to many organizations. She acted as Master of Ceremonies at Cinco de Mayo Con Orgullo in Chicano Park (2019). She Co-Hosted Kids Care Fest, an event providing Medical and Dental Care for kids under 18, for the Grossmont Healthcare District (2017-18) She hosted The Science and Art Expo in Barrio Logan in Spring 2019.

Jackie is passionate about the arts, and her mission is to elevate their role in the community. She performed in the play "Fefu and her Friends" at Olive Wood Gardens in National City (May 2018). She played the role of Sue, an independent woman in the 1930's, and had the opportunity to showcase her many talents by singing opera. This experience reinforced how important creativity and the arts are in her life and in the lives of others. Jacqueline also founded and produced an online radio station for Latinos world-wide.

Jacqueline Schliapnik's decades of experience in media, and devotion to theater and the arts would be a great asset to the Public Art Committee for National City.

Best Regards,

Ellen Ascher - Senior Account Executive - Radio Latina XLTN 104.5 FM

IMAGEN GROUP LLC
2405 HUNTER AVE., NORTON, CA 94051

Tel: (619) 336-7800 / Fax: (619) 420-1092
www.1045radiolatina.com



June 7th, 2019

To whom it may concern:

I am the programming Director for Radio Latina 104.5. I have known and worked with Jacqueline Schliapnik for over 6 years at Radio Latina. She is an Account Executive developing local advertising business and also works with the promotions team on station events.

We work together but also have a friendship. I see her passion for the community and her interest in making positive change. She recently made a dream come true of seeing all the art she studied as a child in the gate program, when she visited the Louvre in Paris and found herself finally face to face with some of the most poignant pieces of artwork in history like the Mona Lisa by Leonardo Da Vinci and Degas famous ballerinas amongst many.

Jackie enjoys singing, dancing, acting and voice over work as the arts have been a constant in her life. She would be happy to bring the arts to the forefront of the community by actively participating in that creative process.

The arts have been proven to be an important thread in the building of a community and we need more people willing to do so. Jacqueline Schliapnik would be highly recommended for the Public Art Committee of National City.

Thank you,

Libia Saez
Radio Latina Program Director
619-336-7800

IMAGEN GROUP, INC.
2403 Hoover Ave., National City, CA 91950

Tel: (619) 336-7800 / Fax: (619) 420-1092
www.1045radiolatina.com

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____

11/05/19

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE
HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS
SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 16, 2019 and the Special Meeting of the City Council of the City of National City of April 24, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
11/05/19

**APPROVAL OF THE MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE CITY
OF NATIONAL CITY OF APRIL 16, 2019 AND THE SPECIAL
MEETING OF THE CITY COUNCIL OF THE CITY OF
NATIONAL CITY OF APRIL 24, 2019.**

(City Clerk)

DRAFT DRAFT DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

April 16, 2019

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:01 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Rios, Sotelo-Solis.

Council / Board members absent: Quintero.

Administrative Officials present: Denham, Manganiello, Meteau, Morris-Jones, Newell, Olson, Parra, Raulston, Roberts, Smith, Tellez, Vergara, Williams, Ybarra, Young.

Others present: City Treasurer Mitch Beauchamp and Student Council Representative Danielle Cruz.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MEMBER CANO

PUBLIC COMMENTS - None

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. National City Proclaims San Ysidro Health Day

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

2. National City Proclaims April as Arts, Culture and Creativity Month

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019
(102-10-14)**

3. Public Space Interventions Youth Designs - James Halliday from A Reason to Survive (ARTS) and Students from High Tech High Chula Vista

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019
(102-10-14)**

4. California Cannabis Control Summit 2019 - Mayor Alejandra Sotelo-Solis, Roberto Contreras, Deputy City Attorney and Lieutenant Greg Seward.
(Mayor's Office, City Attorney and National City Police Department)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 5 (NCMC), Item No. 6 (Minutes), Item Nos. 7 through 13 (Resolution Nos. 2019-39 through 2019-45), Item Nos. 14 through 16 (Warrant Registers). Motion by Rios, seconded by Morrison, to approve the Consent Calendar. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

MUNICIPAL CODE 2019 (506-2-34)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

GENERAL ADMIN (103-2-1)

6. APPROVAL OF THE MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF OCTOBER 4, 2016 AND JANUARY 22, 2019, AND THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF OCTOBER 4, 2016 AND THE ADJOURNED REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JANUARY 22, 2019. (City Clerk)

ACTION: Approved. See above.

ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

7. Resolution No. 2019-39. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL (FORMERLY "NATIONAL JOINT POWERS ALLIANCE") CONTRACT #120716-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2019 FORD SUPER DUTY F-450 DRW (X4G) STENCIL TRUCK IN AN AMOUNT NOT TO EXCEED \$124,671.85. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

**ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN
(1104-1-1)**

8. Resolution No. 2019-40. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK ONTO THE CITY OF ENCINITAS URBAN FORESTRY MAINTENANCE SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. (WCA) TO AWARD A CONTRACT FOR GRANT COORDINATION SERVICES IN AN AMOUNT NOT TO EXCEED \$196,000, FUNDED BY A CAL FIRE URBAN AND COMMUNITY FORESTRY GRANT. (Engineering/Public Works)

ACTION: Adopted. See above.

DEED (D2019-3)

9. Resolution No. 2019-41. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY GRANTING A UTILITY EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY (SDG&E) TO UNDERGROUND, CONSTRUCT AND/OR MAINTAIN ELECTRICAL AND COMMUNICATIONS FACILITIES THAT SERVICE LAS PALMAS MUNICIPAL POOL AND CAMACHO RECREATION CENTER; AND AUTHORIZING THE MAYOR TO SIGN THE UTILITY EASEMENT. (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2019 (801-2-41)

10. Resolution No. 2019-42. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF "NO TRUCK PARKING" SIGNAGE ON THE EAST SIDE OF CLEVELAND AVENUE, BETWEEN W. 22ND STREET AND THE DRIVEWAY IN FRONT OF 2143 CLEVELAND AVENUE (TSC No. 2019-01). (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2019 (801-2-41)

11. Resolution No. 2019-43. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF SIGNAGE AND STRIPING IMPROVEMENTS ON "F" AVENUE TO PROVIDE ACCESS TO THE NEW PARKING LOT PROPOSED FOR STUDENT DROP-OFF/PICK-UP AT OLIVEWOOD ELEMENTARY SCHOOL (TSC No. 2019-02). (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

**ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN
(1104-1-1)**

12. Resolution No. 2019-44. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) APPROVING THE FOLLOWING PROJECT PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 - CITYWIDE RADAR SPEED FEEDBACK SIGN INSTALLATIONS; 2) REAFFIRMING TO THE PUBLIC AND STATE THE CITY'S INTENT TO FUND PREVIOUSLY PROPOSED AND ADOPTED PROJECTS WITH RMRA REVENUES; AND 3) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,030,455 FOR FISCAL YEAR 2020 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS. (Engineering/Public Works)

ACTION: Adopted. See above.

BLOCK GRANT PROGRAM ADMIN 2019-2020 (406-1-34)

13. Resolution No. 2019-45. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REQUESTING AUTHORIZATION TO REPROGRAM \$21,000.00 OF PERSONNEL APPROPRIATIONS TO MATERIALS AND SUPPLIES FOR THE HOUSING INSPECTION PROGRAM WITHIN THE HOUSING & ECONOMIC DEVELOPMENT DEPARTMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT FY 2019 APPROVED BUDGET WITH NO IMPACT TO STAFFING OR SERVICES COVERED. (Housing & Economic Development)

ACTION: Adopted. See above.

WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)

14. Warrant Register #37 for the period of 03/06/19 through 03/12/19 in the amount of \$1,971,657.42. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)

15. Warrant Register #38 for the period of 03/13/19 through 03/19/19 in the amount of \$487,693.05. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)

16. Warrant Register #39 for the period of 03/20/19 through 03/26/19 in the amount of \$545,915.60. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

MUNICIPAL CODE 2019 (506-2-34)

17. PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE NATIONAL CITY MUNICIPAL CODE BY AMENDING CHAPTER 9.06 (FOOD VENDING), CHAPTER 10.22 (SALES ACTIVITY AND SOLICITATION FROM OR AFFECTING VEHICLES, TRAFFIC, PUBLIC PROPERTY AND AREAS, AND COMMERCIAL PARKING AREAS), CHAPTER 10.52 (REGULATIONS FOR THE USE OF MUNICIPAL PARKS, PLAYGROUNDS AND GOLF COURSES), AND ADDING CHAPTER 13.30 REGARDING VENDING ON CITY SIDEWALKS AND PEDESTRIAN PATHWAYS. (Applicant: City-Initiated Amendment) (Case File 2018-26 A) (Planning)

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

Motion by Cano, seconded by Rios, to introduce the Ordinance. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

STAFF REPORT: City Attorney Angil Morris-Jones stated for the record, that the Ordinance will come back on May 7th for adoption.

RECESS

A five-minute recess was called at 8:20 p.m.

The meeting reconvened at 8:25 p.m.

Council / Board members present: Cano, Morrison, Rios, Sotelo-Solis.

Council / Board members absent: Quintero.

CELLULAR RADIO / TEL FACILITIES ADMIN - WIRELESS COMM. (908-1-3)

18. PUBLIC HEARING AND INTRODUCTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF PROPOSED POLICY ON SMALL CELLS EQUIPMENT WHICH DELEGATES AUTHORITY TO THE CITY MANAGER TO NEGOTIATE A LICENSE AGREEMENT WITH THE CONCURRENCE OF THE CITY ATTORNEY. (City Attorney) **Companion Item #19**

RECOMMENDATION: Introduce the Resolution.

STAFF REPORT: Background information was provided by City Consultant Tripp May, from Telecom Law Firm.

TESTIMONY: Kevin McGee, representing AT&T, spoke in support of the Resolution and answered questions.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

CELLULAR RADIO / TEL FACILITIES ADMIN - WIRELESS COMM. (908-1-3)

18. PUBLIC HEARING AND INTRODUCTION OF A RESOLUTION (cont.)

ACTION: Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

Motion by Cano, seconded by Morrison, to introduce the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

**CELLULAR RADIO / TEL FACILITIES ADMIN - WIRELESS COMM. (908-1-3)
MUNICIPAL CODE 2019 (506-2-34)**

19. PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING SECTION 18.30.220 OF THE NATIONAL CITY MUNICIPAL CODE FOR THE REGULATION OF SMALL WIRELESS FACILITIES AND OTHER INFRASTRUCTURE DEPLOYMENT. (City Attorney) **Companion Item #18**

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: Kevin McGee, AT&T, spoke in support of the actions regarding Item No. 19 (spoke in support during Item No. 18 for both items).

ACTION: Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

Motion by Morrison, seconded by Cano, to introduce the Ordinance. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

STAFF REPORT: City Attorney Angil Morris-Jones stated for the record, that the Ordinance will come back on May 7th for adoption.

NON CONSENT RESOLUTIONS

Member Rios requested to hear the Staff Report on all Non Consent Resolutions and then vote on the items with one motion.

City Attorney Morris-Jones clarified that after the Staff Report is provided for all ten Resolutions and after Deputy City Clerk Newell reads all Resolution titles they will be voted on with one motion.

Acting City Engineer Roberto Yano provided the Staff Report for Item Nos. 20 through 29.

NON CONSENT RESOLUTIONS (cont.)

ADOPTION OF NON CONSENT RESOLUTIONS. Item Nos. 20 through 29 (Resolution Nos. 2019-46 through 2019-55). Motion by Morrison, seconded by Cano, to adopt the Non Consent Resolutions, No. 2019-46 through 2019-55. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

CONTRACT (C2017-34)

20. Resolution No. 2019-46. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH NV5, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE) FOR A TOTAL OF \$1,250,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; LAND SURVEYING; ENVIRONMENTAL ASSESSMENTS; GEOTECHNICAL; ADA COMPLIANCE; GIS; UTILITY DESIGN AND COORDINATION; CONSTRUCTION SUPPORT; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2014-15)

21. Resolution No. 2019-47. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH STC TRAFFIC, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; ARCHITECTURE; CONSTRUCTION MANAGEMENT AND INSPECTIONS; TRAFFIC SIGNAL COMMUNICATIONS INFRASTRUCTURE AND SYSTEMS INTEGRATION; LAND SURVEYING; ENVIRONMENTAL ASSESSMENTS; GEOTECHNICAL; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2010-68)

22. Resolution No. 2019-48. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2010-69)

23. Resolution No. 2019-49. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH KIMLEY HORN & ASSOCIATES, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; ARCHITECTURE; LAND SURVEYING; ENVIRONMENTAL ASSESSMENTS; GEOTECHNICAL; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2014-14)

24. Resolution No. 2019-50. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2014-14)

24. Resolution No. 2019-50 (continued). SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2004-51)

25. Resolution No. 2019-51. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH D-MAX ENGINEERING, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; ENVIRONMENTAL PLANNING; COMPLIANCE AND ASSESSMENTS; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2017-36)

26. Resolution No. 2019-52. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH NERI LANDSCAPE ARCHITECTS, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE) FOR A TOTAL OF \$1,250,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; LANDSCAPE ARCHITECTURE; URBAN PLANNING AND DESIGN; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2014-31)

27. Resolution No. 2019-53. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH RANDALL LAMB ASSOCIATES, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE), FOR A TOTAL OF \$1,250,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING; AIR BARRIER AUDITING AND COMMISSIONING; ENERGY SOLUTIONS; CONSTRUCTION SUPPORT; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2017-37)

28. Resolution No. 2019-54. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SCST, LLC, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$125,000 (25% INCREASE) FOR A TOTAL OF \$625,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL, SOILS AND MATERIALS TESTING. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

CONTRACT (C2014-54)

29. Resolution No. 2019-55. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH KTU&A, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE) FOR A TOTAL OF \$1,250,000 EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; LANDSCAPE ARCHITECTURE; URBAN

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2014-54)

29. Resolution No. 2019-55 (continued). PLANNING AND DESIGN; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Adopted. See above.

NEW BUSINESS

FINANCE DEPT ADMIN (1104-1-13)

30. CalPERS Pension Cost Update. (Finance)

RECOMMENDATION: Accept and file the report.

STAFF REPORT: Mike Myers, NHA Advisors, provided an overview on historic cost trends, recent changes impacting the City's budget, and strategies that other cities including National City are already using to help manage costs; and he responded to questions.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to accept and file the Report. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

CITY ATTORNEY REPORTS (509-1-3)

31. No vacancy in the Office of the City Clerk due to retirement delay. (City Attorney)

STAFF REPORT: City Attorney Morris-Jones reported that City Clerk /Records Manager Michael Dalla has reconsidered his intention to retire and will continue to serve until the end of his term in 2020 and plans to pursue an Ordinance establishing local campaign contribution limits.

ACTION: Mayor Sotelo-Solis and Member Rios requested a follow-up report and information from City Attorney Morris-Jones regarding changing the elected City Clerk and City Treasurer positions to appointed; the difference in cost between a March and November election in 2020; budgetary savings and costs regarding salaries of the positions; and information on how other cities select and structure the City Clerk and City Treasurer positions and duties. There was no vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2019 (404-1-8)

32. Resolution No. 2019-73. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE FULL REPAYMENT OF AN UNSECURED LOAN WITH A CURRENT BALANCE OF \$4,941,000 MADE BY THE CITY OF NATIONAL CITY TO FUND THE ACQUISITION OF LAND FOR THE PARADISE CREEK AFFORDABLE HOUSING PROJECT AND TO BE PAID FROM THE PROCEEDS OF THE SALE OF THE IMPROVEMENTS AT KIMBALL AND MORGAN TOWERS. (Housing Economic & Development)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Rios, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

OFF AGENDA ITEM

Motion made by Rios, seconded by Morrison, to add an item to the agenda as Item No. 33 to consider authorizing the Mayor to sign an immediate letter of support for the San Diego Association of Governments (SANDAG) in order to mitigate risks associated with the extension of the regional plan update, AB1730. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

POLITICAL SUPPORT ADMIN INITIATIVES (102-4-1)

33. LETTER OF SUPPORT FOR THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) REGARDING ASSEMBLY BILL 1730.

ACTION: Motion by Rios, seconded by Cano, to authorize the Mayor to sign a letter of support for SANDAG, on behalf of the City Council, regarding AB 1730. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

C. REPORTS

STAFF REPORTS

Acting City Manager Steve Manganiello spoke on future grants and on-call project support needs; announced that a new Request for Qualifications (RFQ) for such services will be issued and that an outreach/information session will be scheduled to encourage more National City businesses to participate in the RFQ process.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

Member Cano reported on various street light, grading and parking issues.

Member Rios reminded everyone about the many events that will take place on Community Service Day, including EDCO Paper Shredding and E-Waste Recycling, and Prescription Drug Turn-In at the Police Department. She also announced that she will be speaking as Chair of Accessibilities for People with Disabilities, at a public MTS special media event rolling out their low floor trolleys and other improvements.

Mayor Sotelo-Solis invited volunteers and students to participate in Community Service Day; reminded the public to attend the Budget Workshop on April 24th; thanked Deputy City Attorney Robby Contreras and Lieutenant Greg Seward for assisting her with the joint presentation on Cannabis (Item No. 4), and said she would like to have additional conversation at the next meeting regarding the need for an ad-hoc committee.

CLOSED SESSION REPORT

City Attorney Morris-Jones reported that there was nothing to report from the April 11th Closed Session.

ADJOURNMENT

Motion by Morrison, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – May 7, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Quintero.

Special Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Budget Workshop - Wednesday - April 24, 2019 - 6:00 p.m. - Council Chambers - National City, California

ADJOURNMENT (cont.)

The meeting closed at 10:02 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 5, 2019.

Mayor

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 2, 2019 - City Council Meeting - Dispensed With
July 16, 2019 - City Council Meeting - Dispensed With

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

BUDGET WORKSHOP / FISCAL YEAR 2020 BUDGET PRESENTATION

April 24, 2019

The Special Meeting of the City Council of the City of National City was called to order at 6:06 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.

Administrative Officials present: Dalla, Denham, Duong, Manganiello, Morris-Jones, Raulston, Roberts, Tellez, Vergara, Williams.

Others present: City Treasurer Mitch Beauchamp

PLEDGE OF ALLEGIANCE TO THE FLAG BY MEMBER QUINTERO

INTRODUCTION

Acting City Manager Steve Manganiello introduced the Budget team and NHA – Financial Advisors; gave opening remarks and an overview, and outlined the order of presentations that would be made by City Staff.

PRESENTATIONS

Staff Presentations were made by Deputy City Manager Brad Raulston, NHA – Financial Advisor Craig Hill, Economic Development Specialist Megan Gamwell, Finance Director Mark Roberts, Budget Analyst Yen Kelly, Acting City Engineer Roberto Yano, and Acting City Manager Steve Manganiello, on the below listed topics:

- Review of CalPERS Pension Liabilities
- Preliminary 10-Year Financial Forecast
 - a. Historical Performance
 - b. Forecast Scenarios
- Economic Development
- Fiscal Year 2020 Preliminary Budget
 - a. General Fund Budget Summary
 - b. Total Budget Summary
 - c. Significant Budgetary Impacts
 - d. Other Potential Impacts
 - e. Capital Improvement Program
- Next Steps

NOTE: All presentation materials are attached as Exhibit “A”.

PUBLIC COMMENTS ON PRELIMINARY BUDGET / SUGGESTIONS

Janice Luna Reynoso, Mundo Gardens, spoke on homelessness/displacement in the community due to the high cost of living and unstable housing; said that she is a proponent of the "Housing First" initiative and asked consideration for more "green space" in the future.

Eddie Perez, National City, asked for more youth community outreach; suggested keeping the youth recreation centers open during the City's furlough; and adding another van for use during field trips.

Larry Emerson, Electric Vehicle Association, commended the Budget team for their presentation and shared information regarding the use of electric vehicles and cost saving measures.

Joan Rincon, National City, offered suggestions and statistics regarding the Library's budget; asked that the proposed Library budget not be adopted pending consideration of a new staffing plan.

Zachary Gomez, National City, thanked staff for the presentation; suggested investing in more electric vehicles, solar panels, rooftop vegetation and inquired about training funds for Boards and Commissions.

Efrain Ibarra, South County Economic Development (SCEDC), spoke on behalf of Cindy Gommper-Graves, explained the South County EDC Value Proposition and asked the City to consider the proposed increase in funding.

CITY COUNCIL AND OTHER ELECTED OFFICIALS CLOSING COMMENTS AND DIRECTION

Mayor Sotelo-Solis spoke in support of continuing a partnership with SCEDC.

Member Rios spoke in support of the SCEDC partnership and strategic incentives and requested that the SDEDC monthly meeting schedule be forwarded to the City Council.

Member Cano suggested that the SCEDC evaluate business permits and licensing without enforcement being involved and have City staff follow-up to help businesses be in compliance; applauded the idea of the traffic light implementation; said he would like to see crossover training between departments as a cost-saving measure and suggested a lowrider cruising fee.

Member Quintero requested that the members of the dais have the opportunity to meet with the Budget team in a strategic planning session or retreat sometime in the near future.

Vice Mayor Morrison spoke in support of the continued SCEDC partnership and the increase in funding; said that a cannabis study is needed to see what the realism is as a community and suggested that an incentive budget program in Maintenance and Operations (M&O) be implemented.

CITY COUNCIL AND OTHER ELECTED OFFICIALS CLOSING COMMENTS AND DIRECTION (cont.)

Member Rios suggested that funds leftover can be used towards the deficit. In terms of the 'Decision Items', she supports all recommendations: 1) \$11,900,000 Funding for Pension, OPEB Trusts, and CIP; 2) \$9,500 Additional Funding for SCEDC; and 3) \$28,900 Cannabis Study. She requested to add public transportation to the objectives under strategic planning and suggested the phrase be to: "Support safe, reliable, accessible, convenient bus and light rail transportation by expanding public transportation options".

City Treasurer Mitch Beauchamp said that there aren't enough big financial changes being made. He suggested looking at main things like Public Safety and said he supports holding a public Budget workshop with community dialogue giving more than a three-minute time slot to speak.

City Clerk Michael Dalla requested that a vote be taken on the specific actions the City Council desires to take.

Mayor Sotelo-Solis thanked Staff for the hard work done on the Budget presentation and materials provided. She said that she supports the 'Decision Items'; requested to maintain and commit to the 2019 dollar amount for the City Council budget, as provided in the department breakdown on Page 6 and asked for a cost associated with keeping the recreation centers open during the two-week furlough.

Motion by Sotelo-Solis, seconded by Rios, to approve Item Nos. 1 through 3, with the addition of the City Council budget maintaining to the 2019 levels.

Substitute motion made by Morrison, to approve Item Nos. 1 through 3, and to come back with a dollar amount for the State of the City to be added to the City Council budget, except for the personnel costs and to come back with the information on the costs to keep the recreation centers open during furlough and what the need is for that; and to provide information on a budget incentive program. Motion died for lack of a second.

Original motion carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

City Attorney Angil Morris-Jones stated for clarification, that the State of the City was paid out of donated monies put into the City's General Fund and that the State of the City is a cost benefiting the City and something that should be paid for by the General Fund. She advised to keep a dollar amount in the City Council budget whether there are donations put there or not.

ADJOURNMENT

Motion by Cano, seconded by Quintero, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, May 7, 2019 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

ADJOURNMENT (cont.)

The meeting closed at 9:21 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 5, 2019.

Mayor

Copies of the preliminary budget are available for public review at the following locations:

- City Clerk's Office, 1st Floor, Civic Center (Located at 1243 National City Blvd., National City, CA 91950)
- Information table outside Council Chambers, 2nd Floor, Civic Center
- National City Public Library (Located 1401 National City Blvd., National City, CA 91950)
- Online at: <http://www.nationalcityca.gov>

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The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Preman Roofing, Inc., for the City Hall Roof Replacement Project, CIP No. 18-08; 2\) approving the final contract amount of \\$325,555.00; 3\) ratifying the release of retention in the amount of \\$16,277.75; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work performed by Preman Roofing, Inc., for the City Hall Roof Replacement Project, CIP No. 18-08; 2) approving the final contract amount of \$325,555.00; 3) ratifying the release of retention in the amount of \$16,277.75; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Luca Zappiello, Assistant Civil Engineer

PHONE: 619-336-4360

LZ

DEPARTMENT: Engineering/Public Works

APPROVED BY:

M. P. Manganiello

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Preman Roofing, Inc., for the City Hall Roof Replacement Project, CIP No. 18-08 and approving the final contract amount of \$325,555.00.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The project consisted on the removal and disposal of existing roofing system and install new thermoplastic polyolefin (TPO) membrane roofing system on the building located at 1243 National City Blvd, National City, CA 91950.

On May 17, 2018, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On May 18, 2018 and May 22, 2018, the bid solicitation was advertised in local newspapers.

On May 31, 2018, six (6) bids were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. Preman Roofing, Inc., was the apparent lowest bidder with a total bid amount of \$304,410.00 as the basis of award.

On June 19, 2018, the City Council adopted Resolution No. 2018-98 awarding the contract to Preman Roofing, Inc., in the not-to-exceed amount of \$304,410.00.

The Notice to Proceed with construction was issued on July 10, 2018. Construction started on July 26, 2018 and was completed on January 18, 2019. However, after the completion of the construction, the project was unable to be closed out since Preman Roofing, Inc. took several months to complete the administrative paperwork.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$21,145.00. This results in a 7% contract increase for a final contract balance of \$325,555.00.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Preman Roofing, Inc., for the City Hall Roof Replacement Project, CIP No. 18-08; 2) approving the final contract amount of \$325,555.00; 3) ratifying the release of retention in the amount of \$16,277.75; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on January 18, 2019 of the:
National City City Hall Roof Replacement, CIP No. 18-08

Work of improvement or portion of work of improvement under construction or alteration.

<u>1243 National City Blvd</u>	<u>National City</u>	<u>CA</u>	<u>91950</u>
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

A Preman Roofing, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: Roofing Laborer. Materials: TPO membrane, insulation board, covered board, roofing supplies, fall protection control supplies. Equipment: Roofing equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: November 5, 2019;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 5, 2019 at, National City, California.

Signature: Alejandra Sotelo-Solis, MAYOR

Noc09-05



FINAL CONTRACT BALANCE

DATE: 11/05/2019

PROJECT: National City City Hall Roof Replacement
FY 18-19
CIP No. 18-08

TO: Preman Roofing
875 34th Street
San Diego, CA, 92102

ORIGINAL CONTRACT AMOUNT:	\$304,410.00
START DATE:	July, 26, 2018
COMPLETION DATE:	January 18, 2019
ORIGINAL CONTRACT LENGTH:	40 Working Days
EXTENTION OF WORK DAYS:	80 Working Days
TOTAL CONTRACT TIME:	120 Working Days
FINAL CONTRACT AMOUNT:	\$325,555.00

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 removed and replaced the 4 existing lower roof drains of The City Hall Building with 4 new TPO roof drains that connect to the existing piping for proper drainage. This Change Order total amount is **\$4,800.00**.

Change Order #2 directed the contractor to repair the existing defective roof drain at City Library and install twenty (20) one way TPO vents to mitigate future moisture under the TPO membrane. This Change Order total amount was **\$7,262.00**.

Change Order #3 directed the contractor to remove and replace the corroded existing cap that houses the 4 existing weather heads with a new 24-gauge galvanized cap. This Change Order total amount was **\$300.00**.

Change Order #4 directed the contractor to provide 320 2'x3' TPO slip sheets to The City to furnish to Ameresco. The purpose of the slip sheets is to preserve the warranty of the new TPO roof system from any damage from the solar equipment. This Change Order total amount was **\$3,380.00**.

FINAL CONTRACT BALANCE

NATIONAL CITY CITY HALL ROOF REPLACEMENT

CIP No. 18-08

Changer Order #5 directed the contractor to procure and install approximately 100 rubber conduit support blocks. Due to a separate contract with Ameresco and a change order that covered this scope of work, Change Order #5 was cancelled. This Change Order total amount was **\$00.00**.

Changer Order #6 directed the contractor to remove Change Order #3 work and extend the conduits above curb and install TPO boots with proper TPO flashing. The need for extending the conduits above curb is to allow access to the existing spare conduits for potential future use. This Change Order total amount was **\$740.00**.

Changer Order #7 directed the contractor to provide proper waterproofing and roofing membrane termination along the perimeter of both new mechanical penthouses installed by AMERESCO. This Change Order total amount was **\$2,388.00**.

Changer Order #8 directed the contractor to perform additional repairs to the library upper roof drains. This repair consisted of removal and replacement of 80 square feet of TPO roofing membrane. This Change Order total amount was **\$2,275.00**.

All Change Orders listed above increased the total contract amount **\$21,145.00**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **\$325,555.00**.
2. As a result of the satisfactory completion of said project, a retention amount of **\$16,277.75** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Preman Roofing will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

CITY OF NATIONAL CITY

City Hall Roof Replacement

CIP 18-08

FINAL BILLING STATEMENT

Original Contract						To Date	
No.	Item	Unit	Quantity	Unit Price	Amount	Quantity	Amount
1	Mobilization	LS	1	\$4,500.00	4,500.00	1	4,500.00
2	Remove and Replacement of Entire Roofing System	LS	1	\$299,910.00	299,910.00	1	299,910.00
		BASE BID TOTALS:			304,410.00	-	304,410.00
Change Orders:							
1	Removal and Installation of Roof Drains	LS	1	\$4,800.00	4,800.00	1	4,800.00
2	Installation of 20 One Way Vents	LS	1	\$7,262.00	7,262.00	1	7,262.00
3	24 Gauge Cap	LS	1	\$300.00	300	1	300
4	TPO Slip Sheets for The City to Provide Ameresco	LS	1	\$3,380.00	3,380.00	1	3,380.00
5	Rubber Conduit Support Blocks - CANCELLED	LS	-	\$0.00	-	-	-
6	Extend Spare Conduits Above Curb	LS	1	\$740.00	740	1	740
7	24 Gauge Counterflashing Around 2 Mechanical Penthouses	LS	1	\$2,388.00	2,388.00	1	2,388.00
8	Library Roof Drain Additional Repairs	LS	1	\$2,275.00	2,275.00	1	2,275.00
		CHANGE ORDER TOTALS:			21,145.00	-	21,145.00
GRAND TOTAL BID (BASE BID+ALTERNATE BID+CHANGE ORDERS):							325,555.00

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY PREMAN ROOFING, INC., FOR THE CITY HALL ROOF REPLACEMENT PROJECT, CIP NO. 18-08; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$325,555.00; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$16,277.75; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT

WHEREAS, it appearing to the satisfaction of the Engineering Department that all work required to be done by Preman Roofing, Inc., for the total final contract amount of \$325,555.00, for the City Hall Roof Replacement Project, CIP No. 18-08 has been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

The City Council of National City hereby accepts said work approving the final contract amount of \$325,555.000, ratifies the release of the retention in the amount of \$16,277.75, authorizes the Mayor on behalf of the City to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Portillo Concrete, Inc. for the Harbison Avenue Road Diet Project, CIP No. 18-17; 2\) approving the final contract amount of \\$362,715.92; 3\) authorizing the release of retention in the amount of \\$18,135.80; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the work performed by Portillo Concrete, Inc. for the Harbison Avenue Road Diet Project, CIP No. 18-17; 2) approving the final contract amount of \$362,715.92; 3) authorizing the release of retention in the amount of \$18,135.80; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Jose Lopez, P.E., Associate Engineer

PHONE: 619-336-4312

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorical Exemption under CEQA Guidelines.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Portillo Concrete, Inc. for the Harbison Avenue Road Diet Project, CIP No. 18-17 and approving the final contract amount of \$362,715.92.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The Harbison Avenue Road Diet Project, CIP No. 18-17, included the following improvements on Harbison Avenue between Division Street and E. 4th Street: street resurfacing, traffic calming islands with enhanced signing and striping, Class III bike sharrows, and drainage improvements.

On December 20, 2018, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 26, 2018 and January 2, 2019, the bid solicitation was advertised in local newspapers.

On January 17, 2019, four (4) bids were received by the 1:00 p.m. deadline, opened and publicly disclosed. Bid results were posted on the City website. Portillo Concrete, Inc. was the apparent lowest bidder with a total bid amount of \$290,575.00. Upon review of all documents submitted, Portillo Concrete, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On June 19, 2018, the City Council adopted Resolution No. 2019-20 awarding the contract to Portillo Concrete, Inc., in the not-to-exceed amount of \$290,575.00.

The Notice to Proceed with construction was issued on February 28, 2019. Construction started on March 13, 2019 and was completed on September 24, 2019.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$53,528.82, and line item adjustments increased the contract by \$18,612.10 for a net increase of \$72,140.92 to the contract. This results in a 24.8% contract increase for a final contract balance of \$362,715.92. During construction, the project upgraded eight (8) pedestrian curb ramps that were not a part of the original scope to current ADA standards. Additionally, once the traffic calming islands were installed, and vehicles' paths were shifted to the parking lane as intended, it became apparent that the existing asphalt thickness in the parking lane was not adequate for the daily flow of traffic. As such, the asphalt thickness was increased to address the failing asphalt.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Portillo Concrete, Inc. for the Harbison Avenue Road Diet Project, CIP No. 18-17; 2) approve the final contract amount of \$362,715.92; 3) authorize the release of retention in the amount of \$18,135.80; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on September 25, 2019 of the:
Harbison Avenue Road Diet Project CIP No. 18-17

Work of improvement or portion of work of improvement under construction or alteration.

Harbison Avenue between Division St. and E. 4th St., National City, CA 91950

Street Address

City

State

Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Portillo Concrete, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General labor, asphalt concrete lay. Materials: Concrete, asphalt, traffic control supplies, signing and striping and street lights. Equipment: Excavation and paving equipment,

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: November 5, 2019;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 5, 2019 at, National City, California.

Signature: ALEJANDRA SOTELO-SOLIS, MAYOR



FINAL CONTRACT BALANCE

DATE: September 30, 2019

PROJECT: Harbison Avenue Road Diet
FY 18-19
CIP No. 18-17

TO: Portillo Concrete, Inc.
3527 Citrus St.
Lemon Grove, CA 91945

ORIGINAL CONTRACT AMOUNT:	\$290,575.00
START DATE:	March 13, 2019
COMPLETION DATE:	September 24, 2019
ORIGINAL CONTRACT LENGTH:	60 Working Days
EXTENTION OF WORK DAYS:	11 Working Days
WORKING DAYS SUSPENDED:	65 Working Days
TOTAL CONTRACT TIME:	136 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to excavate additional locations to determine the depth and location of an unknown water and gas lines in conflict with the new catch basin construction. All worked was performed on a T&M basis. This Change Order total amount was **\$ 1,638.66.**

Change Order #2 directed the contractor to construct eight ADA ramps at various locations along Harbison at a unit cost of \$4000.00 each. The unit price included removal of existing concrete and asphalt and all other work and materials needed is construct ADA compliant ramps per SDRSD at Harbison and Division, Harbison and 2nd, and Harbison and 4th. This Change Order total amount was **\$32,000.00.**

Change Order #3 directed the contractor to remove and replace sidewalk at various locations along Harbison at an agreed to unit price of \$10 per square feet. A total of 256 SF of additional sidewalk was added to the project scope. The unit price included removal and replacement of existing concrete and all other work and materials needed to complete the sidewalk work directed. This Change Order total amount was **\$ 2,560.00.**

FINAL CONTRACT BALANCE

Harbison Avenue Road Diet Project

CIP No. 18-17

Change Order #4 directed the contractor to apply for, purchase and obtain the two SDG&E Service Order permits on Harbison to energize the new street lights installed per contract. All work was performed for a total lump sum price including the contractor's 5% mark-up. This Change Order total amount was **\$4,257.66**.

Change Order #5 directed the contractor to install approximately 330' of additional conduit for the revised street light locations and service points provided by SDG&E. The revised service points were necessitated by the revised plan design performed by SDG&E due to the relocated chicanes. This work includes all necessary materials and labor and was performed for a lump sum price including the contractor's 5% mark-up. This Change Order total amount was **\$10,762.50**.

Change Order #6 directed the contractor to install one additional pedestrian barricade at the southeast corner of 2nd and Harbison. The contractor was also directed to modify the two pedestrian mounts originally called out on the plans on the west side of Harbison and 2nd. All barricades were installed per Caltrans Std. ES-7Q Type I Detail C modified. All work was performed for a total lump sum price. This Change Order total amount was **\$2,310.00**.

All Change Orders listed above increased the total contract amount by **\$53,528.82**.

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in an increase of **\$18,612.10**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$362,715.92**.
2. As a result of the satisfactory completion of said project, a retention amount of **\$18,135.80** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

CITY OF NATIONAL CITY
Harbison Road Diet
CIP 18-17

FINAL BILLING STATEMENT
30-Sep-19

ITEM NO.	DESCRIPTION	Original Contract			UNIT PRICE	AMOUNT	Total To Date		Delta
		UNITS	CONTRACT QUANTITY				TOTAL QUANTITY OR % TO DATE	TOTAL AMOUNT TO DATE	
1	Mobilization/Demobilization	LS	1		\$4,000.00	\$ 4,000.00	100%	\$ 4,000.00	-
2	Surveying and Construction Staking	LS	1		\$2,500.00	\$ 2,500.00	100%	\$ 2,500.00	-
3	Signing and Striping	LS	1		\$22,000.00	\$ 22,000.00	100%	\$ 22,000.00	-
4	Traffic Control and Pedestrian Control	LS	1		\$10,000.00	\$ 10,000.00	100%	\$ 10,000.00	-
5	Clearing and Grubbing	LS	1		\$6,000.00	\$ 6,000.00	100%	\$ 6,000.00	-
6	Water Pollution Control	LS	1		\$2,000.00	\$ 2,000.00	100%	\$ 2,000.00	-
7	Remove Existing Curb and Gutter and Construct Curb and Gutter per SDRSD G-2 (Match Existing Curb Height)	LF	55		\$50.00	\$ 2,750.00	51.50	\$ 2,750.00	(175.00)
8	Construct 21" Curb Inlet Type B-1 per SDRSD D-02	LS	1		\$20,000.00	\$ 20,000.00	100%	\$ 20,000.00	-
9	Construct Stamped Concrete	SF	320		\$15.00	\$ 4,800.00	312.00	\$ 4,680.00	(120.00)
10	Construct 3" Mountable Curb per Caltrans Standard Plans A87A	LF	340		\$25.00	\$ 8,500.00	306.00	\$ 7,650.00	(850.00)
11	Construct Asphalt Concrete Pavement	TON	20		\$250.00	\$ 5,000.00	64.81	\$ 16,202.50	11,202.50
12	Construct Class II Aggregate Base	TON	30		\$30.00	\$ 900.00	75.27	\$ 2,258.10	1,358.10
13	Stress-Relieving Fabric	SF	1230		\$2.50	\$ 3,075.00	1222.00	\$ 3,055.00	(20.00)
14	Construct Asphalt Concrete (1.5" Mill and Overlay)	SY	5440		\$20.00	\$ 108,800.00	5464.00	\$ 109,280.00	480.00
15	Pavement Rehabilitation Dig-Out	LS	1		\$40,000.00	\$ 40,000.00	100%	\$ 40,000.00	-
16	Pavement Rehabilitation Dig-Out (Remove Concrete Subgrade)	CY	10		\$400.00	\$ 4,000.00	20.15	\$ 8,060.00	4,060.00
17	Lighting and Electrical	LS	1		\$43,000.00	\$ 43,000.00	100%	\$ 43,000.00	-
18	Unclassified Excavation	LS	1		\$2,000.00	\$ 2,000.00	100%	\$ 2,000.00	-
19	Removal, disposal and replacement of unsuitable material	CY	25		\$50.00	\$ 1,250.00	78.53	\$ 3,926.50	2,676.50

ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT	TOTAL QUANTITY OR % TO DATE	TOTAL AMOUNT TO DATE
					BASE BID TOTAL \$ 290,575.00		\$ 309,187.10

\$18,612.10

Change Orders							
1	Utility Pothole T&M	LS	1	\$ 1,638.66	\$ 1,638.66	1.00	\$ 1,638.66
2	ADA Ramps	EA	8	\$ 4,000.00	\$ 32,000.00	8.00	\$ 32,000.00
3	Sidewalk R&R	LS	1	\$ 2,560.00	\$ 2,560.00	1.00	\$ 2,560.00
4	SDG&E SO Permits	LS	1	\$ 4,257.66	\$ 4,257.66	1.00	\$ 4,257.66
5	SDG&E Service Relocations	LS	1	\$ 10,762.50	\$ 10,762.50	1.00	\$ 10,762.50
6	Pedestrian Barricade	LS	1	\$ 2,310.00	\$ 2,310.00	1.00	\$ 2,310.00
SUB TOTAL CHANGE ORDERS					\$ 53,528.82		\$ 53,528.82
FINAL ADD/DEDUCT							
FINAL CONTRACT TOTAL							\$362,715.92

-
-
-
-
-
-
-
\$ 18,612.10

RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
1) ACCEPTING THE WORK PERFORMED BY PORTILLO CONCRETE, INC. FOR
THE HARBISON AVENUE ROAD DIET PROJECT, CIP NO. 18-17; 2) APPROVING
THE FINAL CONTRACT AMOUNT OF \$362,715.92; 3) AUTHORIZING THE
RELEASE OF RETENTION IN THE AMOUNT OF \$18,135.80; AND 4) AUTHORIZING
THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT**

WHEREAS, it appearing to the satisfaction of the Engineering Department that all work required to be done by Portillo Concrete, Inc., for the total final contract amount of \$362,715.92, for the Harbison Avenue Road Diet Project, CIP No. 18-17 has been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

The City Council of National City hereby accepts said work, approves the final contract amount of \$362,715.92, ratifies the release of the retention in the amount of \$18,135.80, authorizes the Mayor on behalf of the City to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute the Cooperative Agreement between the City of National City and San Diego Port Tenants Association, STC Traffic, Inc. and DENSO International America \(FSM Team\) for Access to City of National City Traffic Signal Data for Freight Signal Priority Pilot Project Demonstration \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Cooperative Agreement between the City of National City and San Diego Port Tenants Association, STC Traffic, Inc. and DENSO International America (FSM Team) for Access to City of National City Traffic Signal Data for Freight Signal Priority Pilot Project Demonstration.

PREPARED BY: Luca Zappiello, Assistant Civil Engineer

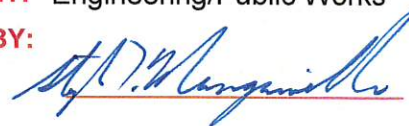
PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute the Cooperative Agreement between the City of National City and the FSP Team for Access to City Traffic Signal Data for Freight Signal Priority Pilot Project Demonstration.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Attachment A
3. Cooperative Agreement
4. Resolution

EXPLANATION

On March 16, 2016, San Diego Port Tenants Association submitted the "Port of San Diego Sustainable Freight Demonstration Project" (GFO 15-604: Freight Transportation Projects at California Seaports) to the California Energy Commission (CEC). The project was awarded and is funded through the CEC's Alternative and Renewable Fuel and Vehicle Technology Program.

The project includes a demonstration of Freight Signal Priority (FSP) – providing traffic signal priority for commercial vehicles in order to reduce stops, fuel consumption and related emissions, and to improve travel time reliability and traffic safety at intersections.

In order to achieve the FSP project goals and success, the City of National City with the San Diego Port Tenants Association, STC Traffic, Inc. and DENSO International America (FSP Team) have proposed a FSP Pilot Project Demonstration (FSP Pilot Project) for corridor traffic signal operations beginning at Harbor Drive and Cesar E. Chavez Parkway and ending at Tidelands Avenue and Bay Marina Drive, as shown in Attachment A.

In order to facilitate the FSP Pilot Project, a Cooperative Agreement must be signed with other public entities to allow for the collection and sharing of Real Time Traffic Signal Data and other related data. This Cooperative Agreement would allow the FSP Team to collaborate to develop strategies and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks. The FSP Pilot Project will study potential to reduce emissions of air pollutants and greenhouse gas emissions from freight movement along Harbor Drive. The City Data, as defined in the Cooperative Agreement may be available to the FSP Team at no cost. Furthermore, City Data is not confidential and does not identify transportation end users.

In addition, this Cooperative Agreement would allow the FSP Team to install physical equipment in the City's right-of-way that will allow the collection of Real Time Traffic Signal Data and other related data. It should be noted that physical equipment will be removed and relocated if necessary by the FSP Team at their sole expense at the City's discretion.

By authorizing this Cooperative Agreement, the FSP Team would be permitted to obtain access to the Real Time Traffic Signal Data in exchange for providing related inventories, signal performance metrics, and other formatted data products, subject to the terms and conditions of the Cooperative Agreement. This will allow the FSP Team to use the data to improve freight operations through implementation of the FSP technology to improve

truck freight performance or efficiency and ride comfort for drivers or operators. Additionally, it would provide information to the driver or operator, monitor driving behaviors or apply automated features.

COOPERATIVE AGREEMENT

Authorization for FSP Team Access to City of National City Traffic Signal Data for Freight Signal Priority Pilot Project Demonstration

This COOPERATIVE AGREEMENT ("Agreement") is entered into this November 5, 2019 between the CITY OF NATIONAL CITY, a municipal corporation, herein referred to as "City", and San Diego Port Tenants Association, a California corporation ("SDPTA"), STC Traffic, Inc., a California corporation ("STC") and DENSO International America, Inc., a Delaware corporation ("DENSO"), collectively referred to as "FSP Team". Both the City and FSP Team are each sometimes referred in the agreement as "Party" and both the City and FSP Team are sometimes referred in this Agreement together as "Parties".

RECITALS

WHEREAS, FSP Team has proposed a Freight Signal Priority (FSP) Pilot Project Demonstration for corridor traffic signal operations beginning at Harbor Drive and Cesar E. Chavez Parkway and ending at Tidelands Avenue and Bay Marina Drive as depicted in **Attachment A**.

WHEREAS, the FSP Team intends to sign Cooperative Agreements with other public entities such as Caltrans, the City of San Diego, and the Port of San Diego to ensure the proper execution of the FSP Pilot Project as a whole;

WHEREAS, the City's portion of the FSP Pilot Project will run along Harbor Drive from Northern City Limits to Bay Marina Drive in the National City;

WHEREAS, FSP Team is collaborating to develop strategies and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks;

WHEREAS, The FSP Team is also coordinating the demonstration of the FSP Pilot Project with the San Diego Unified Port District to study potential to reduce emissions of air pollutants and greenhouse gas emissions from freight movement along Harbor Drive.

WHEREAS, City collects Real Time Traffic Signal Data and other related data;

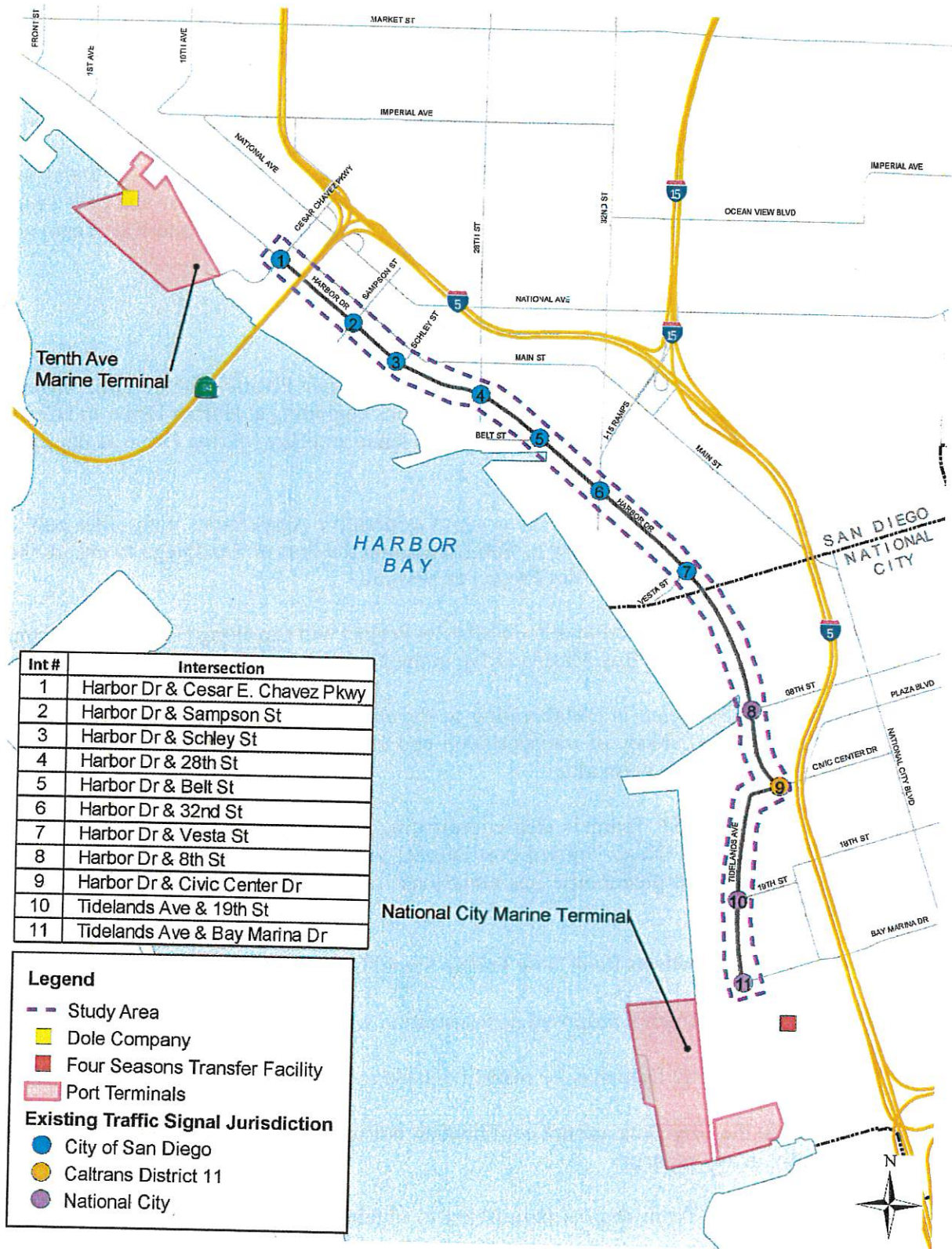
WHEREAS, FSP Team's proposed demonstration will require access to City Data;

WHEREAS, the City Data may be made available to FSP Team at no cost to City;

WHEREAS, the City Data are not confidential, nor identify any transportation end user specifically in any manner;

WHEREAS, FSP Team desires permission to obtain access to the Real Time Traffic

Attachment A



Signal Data for use in conjunction with its demonstration;

WHEREAS, FSP Team agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data;

WHEREAS, the City agrees to provide FSP Team with Real Time Traffic Data subject to the terms and conditions in this Agreement;

NOW THEREFORE, FSP Team and the City agree as follows:

Section 1. Definitions

“City Data” means collectively, Real Time Traffic Signal Data, Traffic Signal Timing Plan, and any other data provided to FSP Team by City under this Agreement.

“Real Time Traffic Signal Data” means signal status and states, demand status and states, and other information available from the traffic signal controller or City’s central signal system or City’s Advanced Traffic Management System (ATMS).

“Traffic Signal Timing Data” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“Product” means the data derived from the Real Time Traffic Signal data and Traffic Signal Timing Data.

Section 2. Authorized Representatives

For the City,

__ ROBERTO YANO__ is designated by City as an authorized representative (City Agent).

For the FSP Team,

__ SHARON CLOWARD__ is designated by SDPTA as an authorized representative (SDPTA Agent).

__ JASON STACK__ is designated by STC Traffic as an authorized representative (STC Agent).

__ BRYAN WELLS__ is designated by FSP Team as an authorized representative (DENSO Agent).

Section 3. Purpose and Scope

FSP Team desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, FSP Team desires access to time of day signal timing parameters. FSP Team will use these data to improve freight operations through

implementing Freight Signal Priority (FSP) technology and demonstrate the benefits along Harbor Drive from Northern City Limits to Bay Marina Drive.

The intended use of the Product is for connected vehicle applications to improve the truck freight performance or efficiency, improve ride comfort for driver or operator, provide information to the driver or operator, monitor driving behaviors, or apply to automated features. FSP Team shall limit its use of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior for the City.

The Product is not permitted for traffic law enforcement.

Section 4. Access of Traffic Signal Timing Data

City hereby grants FSP Team access to Traffic Signal Timing Data. FSP Team will work with City Agent to obtain data in the most efficient and non-intrusive manner from City, which may include access to City central system or ATMS. FSP Team will be provided with access to this Traffic Signal Timing Data at no cost, except FSP Team will be responsible for any costs associated with making the data available. Before installation of the Equipment (defined in Section 6 below), the FSP Team must also submit a proposed workplan or some other proposed schedule by which the FSP Team plans to deploy the Equipment (defined in Section 6 below) throughout the City.

FSP Team shall properly install any associated software necessary to generate the Traffic Signal Timing Data at no cost to the City. If the City elects to retain the Equipment, as described in Section 6, the FSP Team will forward to City all software licenses, credentials, and other information necessary for the continued operation of the Equipment. If the City so retains the Equipment, the Parties will meet and confer in good faith about whether the City can also assume the cost of continued operation of such software.

City reserves the right to limit access to such data to what is reasonably necessary to accomplish FSP Team's FSP Pilot Project Demonstration.

Section 5. Access of Real Time Traffic Signal Data

City hereby grants FSP Team non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize its Real Time Traffic Signal Data pursuant to the terms of this Agreement. FSP Team will be provided with access to this Real Time Signal Data at no cost, except FSP Team will be responsible for any costs associated with making the data available. FSP Team will be responsible for all vendor costs associated with City's ATMS vendor making system modifications to make the Real Time Signal Data available. FSP Team shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement.

The City is subject to the Public Records Act and this Agreement is not intended to

impede or impair City's requirements or obligations under that Act. If City receives a request for a copy of any information or documentation which FSP Team has indicated, by written notice to City, FSP Team considers confidential and proprietary, City shall notify FSP Team so that so that FSP Team may, at FSP Team's sole cost and expense, seek relief from compliance with such request.

City reserves the right to limit access to such data to what is reasonably necessary to accomplish FSP Team's technology demonstration.

Section 6. Ownership of and Rights to Data & Equipment

The City retains all rights to the raw data, or Real Time Traffic Signal Data, being provided to FSP Team from the City, and from Caltrans, the City of San Diego, and the Port of San Diego. FSP Team shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data. Notwithstanding this ownership, FSP Team shall not unreasonably withhold its consent for the City to use any raw, formatted, predictive, or derivative data the FSP Team receives across any portion of the entire FSP Pilot Project Demonstration pictured in **Attachment A** during and after the term of this Agreement.

6.1 At all times during the Term of this Agreement, the FSP Team must, at their sole expense:

6.1.1 temporarily disable, relocate, or remove (and later replace) any physical equipment attached to the City's traffic poles ("Equipment") in order to accommodate any City capital improvement project or other right-of-way work that may occur where the Equipment is located;

6.1.2 maintain all Equipment in good working order.

6.1.3 make all adjustments or modifications to the Equipment associated with data retrievals at no cost to the City throughout the term of Agreement.

6.2 City may require removal of the Equipment at any time during the Term of this Agreement.

6.3 Upon termination of this Agreement, the FSP Team must remove, at their sole cost, all Equipment. However, the City may relieve the FSP Team of these removal obligations if the City provides the FSP Team written notice before termination, or within 90 days after the Agreement terminates, accepting ownership of the Equipment.

Section 7. Reporting

FSP Team shall provide City with periodic reports of signal performance metrics, or Upon request of the City, as data become available.

Section 8. Indemnification

FSP Team will indemnify, defend, save, and hold harmless the City and its elected

officials, officers, employees, agents, and volunteers from all liability, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, and claims, including but not limited to claims that arise from or relate to (i) a breach of FSP Team' representations and warranties, (ii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of FSP Team, its employees, agents, or representatives in connection with or incident to FSP Team' performance under or related to this Agreement, and (iii) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by FSP Team' use of the City Data provided under this Agreement.

This indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees or volunteers. City will cooperate reasonably in the defense of any action, and FSP Team shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

Section 9. Employee Payments and Indemnification

9.1 Pers Eligibility Indemnification. If FSP Team's employee(s) providing services under this Agreement claim, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

FSP Team's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS benefits; (4) receive any employer contributions paid by City for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a City employee. FSP Team's employees hereby waive any claims to benefits or compensation described in this Section 9. This Section 9 applies to FSP Team notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

9.2 Limitation of City Liability. Any payment made to FSP Team under this Agreement shall be the full and complete compensation to which FSP Team and FSP Team's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither FSP Team nor FSP Team's officers, employees, agents, ad subcontractors are entitled to any salary or wage, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any federal

or state tax withholding on behalf of FSP Team. The City shall not be required to pay any workers' compensation insurance on behalf of FSP Team.

9.3 Indemnification for employee Payment. FSP Team agrees to defend and indemnify the City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of (1) FSP Team, (2) any employee of FSP Team, or (3) any employee of FSP Team construed to be an employee of the City, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

Section 10. Workers' Compensation

The FSP Team shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the City and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the city or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the FSP Team under this Agreement.

Section 11. Insurance

The FSP Team, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractor(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

- A. ☐ If checked, **Professional Liability Insurance** (error and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insured, a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement

that shall be incorporated into the policy.

- D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of FSP Team's employees and employers; liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this agreement.
- E. The aforesaid policies shall constitute primary insurance as to the City, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the FSP Team shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397
- H. Insurance shall be written with only insurers authorizes to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must include on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.
- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the FSP Team does not keep all insurance policies required by this Section 11 in full force and effect at all times during the term of this Agreement, the City may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the City, city reserves the right to modify the insurance requirements of this Section 11, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- K. If the FSP Team maintain broader coverage or higher limits (or both) than the minimum limits shown above, the City shall be entitled to the broader coverage or higher limits (or both) maintained by the FSP Team. Any available insurance proceeds in excess of the specified minimum limits of the

insurance and coverages shall be available to the City.

City makes no warranties concerning the quality or accuracy of the data provided under this Agreement. City does not warrant it will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time.

Notwithstanding anything to the contrary herein, City reserves the right to immediately discontinue the City Data stream without notice and at City discretion upon evidence of tampering or other unauthorized interference with the City Data. Except as expressly provided for herein, City makes no other representations or warranties.

Section 13. Limitation of Liability

Nothing in this Agreement excludes or limits either Party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under Section 8(ii) or Section 8(iii) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law.

Section 14. Term

Unless terminated earlier in accordance with Section 15, this Agreement will begin on the latest date of the authorized agent signature (the "Effective Date") and continue for one (1) year. The Term Agreement may be extended by mutual agreement of all Parties in writing.

Section 15. Termination

Each Party shall have the right to terminate this Agreement by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

Section 16. Data Destruction

Upon termination of this Agreement, FSP Team shall destroy all raw data whatever form or medium, including all copies thereof. FSP Team shall destroy the data no later than thirty (30) days following termination of this Agreement.

Section 17. Prevailing Wages

State Prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771, as amended. FSP Team is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

Section 18. Notices

Absent notice to the contrary in writing, all communications to FSP Team shall be sent to:

San Diego Port Tenants Association
2390 Shelter Island Drive, Suite 210
San Diego, CA 92106
Attn: Sharon Cloward

San Diego Unified Port District
3165 Pacific Highway
San Diego, CA 92101
Attn: Philip Gibbons

STC Traffic, Inc.
5865 Avenida Encinas, Suite 142-B
Carlsbad, CA 92008
Attn: Jason Stack

DENSO International America, Inc.
San Diego Technical Center
2251 Rutherford Road, Suite 100
Carlsbad, CA 92008
Attn: Bryan Wells

Absent notice to the contrary in writing, all communications to the City shall be sent to:

1243 National City Boulevard
National City, CA 91950
Attn: Roberto Yano

cc: City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301
cmo@nationalcityca.gov

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

Section 19. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

Section 20. Agreement Binding

This Agreement shall be binding upon the successors of City Agent, FSP Team Agent, FSP Team, or City and assigns of the Parties hereto.

Section 21. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of either Party to this Agreement.

Section 22. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

Section 23. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in either state or federal court in the County of San Diego, State of California. FSP Team hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the City of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

Section 24. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

Section 25. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

Section 26. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

Section 27. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 28. Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.

Section 29. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

The remainder of this page intentionally left blank.

IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

CITY OF NATIONAL CITY, A
MUNICIPAL

COORPORATION

FSP Team

Authorized Signature Date

Alejandra Sotelo-Solis

Mayor

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

Authorized Signature Date

Sharon Cloward 10/24/19
Sharon Cloward

President SDPTA

Jason Stack 10/24/19
Authorized Signature Date

Jason Stack

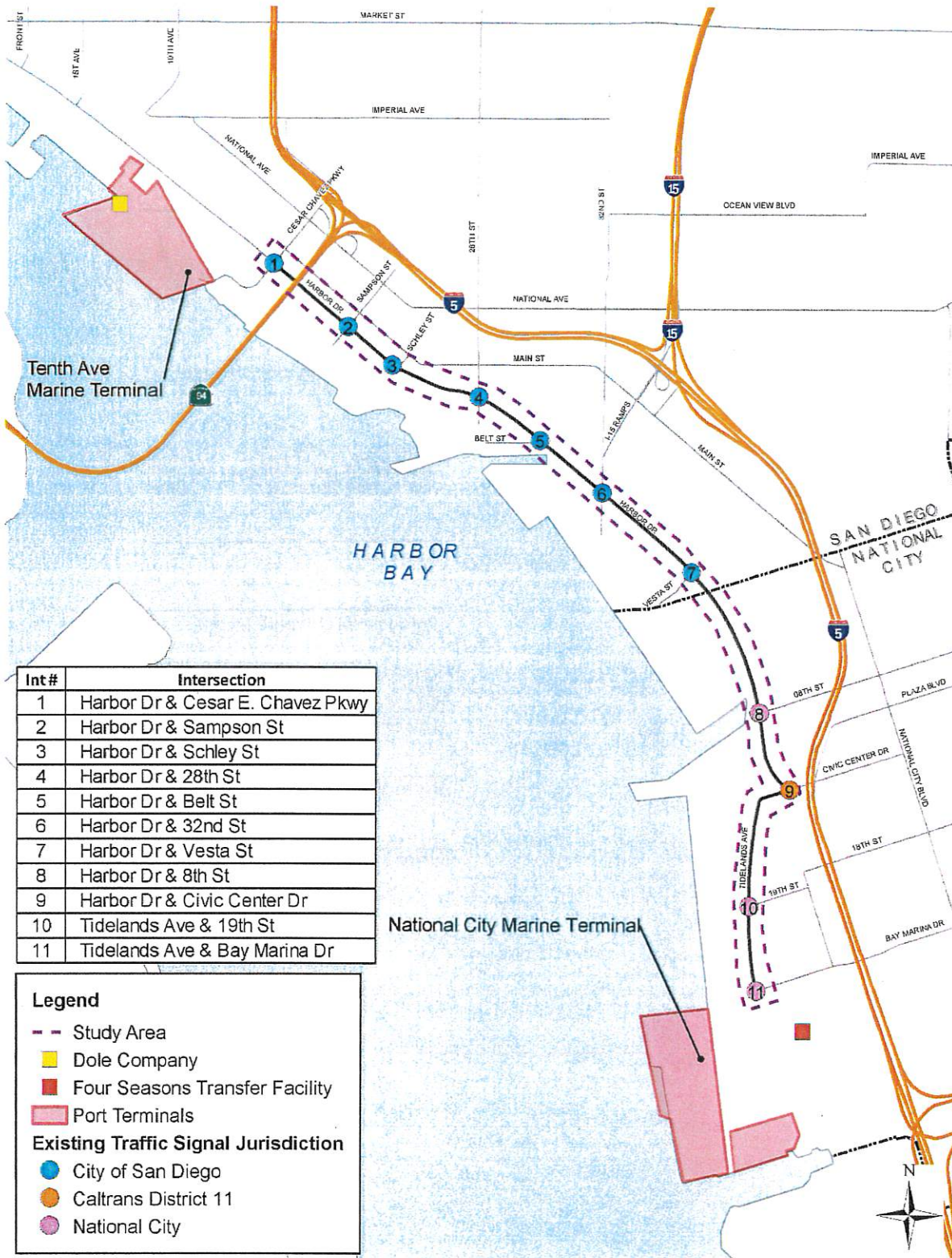
President STC Traffic Inc.

Reginald Meeks 10/28/19
Authorized Signature Date

Bryan Wells / Reginald Meeks

Senior Manager Denso / R+D Project Engineer

Attachment A



RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND SAN DIEGO PORT TENANTS ASSOCIATION, STC TRAFFIC, INC. AND DENSO INTERNATIONAL AMERICA (FSM TEAM) FOR ACCESS TO CITY OF NATIONAL CITY TRAFFIC SIGNAL DATA FOR FREIGHT SIGNAL PRIORITY PILOT PROJECT DEMONSTRATION

WHEREAS, on March 16, 2016, San Diego Port Tenants Association submitted the “Port of San Diego Sustainable Freight Demonstration Project” (GFO 15-604: Freight Transportation Projects at California Seaports) to the California Energy Commission (CEC); and

WHEREAS, the project was awarded and funded through the CEC’s Alternative and Renewable Fuel and Vehicle Technology Program; and

WHEREAS, the project includes a demonstration of Freight Signal Priority (FSP) which provides traffic signal priority for commercial vehicles in order to reduce stops, fuel consumption and related emissions, and to improve travel time reliability and traffic safety at intersections; and

WHEREAS, in order to achieve the FSP project goals and success, the City of National City with the San Diego Port Tenants Association, STC Traffic, Inc. and DENSO International America (FSP Team) have proposed a FSP Pilot Project Demonstration (FSP Pilot Project) for corridor traffic signal operations beginning at Harbor Drive and Cesar E. Chavez Parkway and ending at Tidelands Avenue and Bay Marina Drive; and

WHEREAS, the FSP Pilot Project will study potential to reduce emissions of air pollutants and greenhouse gas emissions from freight movement along Harbor Drive; and

WHEREAS, in order to facilitate the FSP Pilot Project, a Cooperative Agreement must be signed with other public entities to allow for the collection and sharing of Real Time Traffic Signal Data and other related data which would allow the FSP Team to collaborate on developing strategies and systems to use for maximizing the efficiency of transportation end users and the overall capacity of existing transportation networks; and

WHEREAS, this Cooperative Agreement would allow the FSP Team to install physical equipment in the City’s right-of-way that will allow the collection of Real Time Traffic Signal Data and other related data; and

WHEREAS, the physical equipment may be removed and relocated if necessary by the FSP Team at their sole expense at the City’s discretion; and

WHEREAS, authorization of this Cooperative Agreement would permit the FSP Team to obtain access to the Real Time Traffic Signal Data in exchange for providing related inventories, signal performance metrics, and other formatted data products, subject to the terms and conditions of the Cooperative Agreement which will allow the FSP Team to use the data to improve freight operations through implementation of the FSP technology to improve truck freight performance or efficiency and ride comfort for drivers or operators.

NOW, THEREFORE, the City Council of the City of National City authorizes the Mayor to Execute the Cooperative Agreement between the City of National City and San Diego Port Tenants Association, STC Traffic, Inc. and DENSO International America (FSM Team) for Access to City of National City Traffic Signal Data for Freight Signal Priority Pilot Project Demonstration.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 42 E. 5th Street \(TSC No. 2019-10\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 42 E. 5th Street (TSC No. 2019-10).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a blue curb disabled persons parking space with sign in front of the residence located at 42 E. 5th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 11, 2019, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the residence located at 42 E. 5th Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on September 11, 2019 (TSC No. 2019-10)
3. Resolution

EXPLANATION

Mrs. Consuelo Vazquez, resident of 42 E. 5th Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Vazquez stated that it is difficult for her to find parking in front of her property due to the high demand of parking in the area and that a disabled persons parking space in front of her house would provide easier access to the house.

Staff visited the site and observed that Mrs. Vazquez's residence does not have a driveway or a garage. The slope on E. 5th Street was found to be negligible.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on September 11, 2019. No one was in attendance to speak in support of the blue curb disabled persons parking space. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works

Location Map with Recommended Enhancements (TSC Item: 2019-10)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 11, 2019**

ITEM NO. 2019-10

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 42 E. 5TH STREET**

PREPARED BY: Carla Hutchinson, Assistant Engineer – Civil
Engineering & Public Works Department

DISCUSSION:

Mrs. Consuelo Vazquez, resident of 42 E. 5th Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Vazquez stated that it is difficult for her to find parking in front of her property due to the high demand of parking in the area and that a disabled persons parking space in front of her house would provide easier access to the house.

Staff visited the site and observed that Mrs. Vazquez's residence does not have a driveway or a garage. The slope on E. 5th Street was found to be negligible.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 42 E. 5th Street.

EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2019-10

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: Consuelo G. Marquez
NAME OF REPRESENTATIVE FOR DISABLED PERSON (If different from above):

ADDRESS: 412 East 5th St National City CA 91950
EMAIL: _____
PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO
If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

2) Does your residence have a garage? ☐ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12')? ☐ YES ☐ NO

3) Does your residence have a driveway? ☐ YES ☒ NO

If YES, a) Is the driveway large enough to park a vehicle? (minimum of 20' x 12') ☐ YES ☐ NO

b) Is the driveway level? ☐ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☐ NO

4) Please write any additional comments here (optional).

I have surgery in my both knees
it is hard for me to walk carry my
groceries when I go I do my laundry
too I can walk too much. We need the
parking in our area is too much cars and
we don't have area to park the car

DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

EXPIRES: 06/30/2021

DATE ISSUED:



A Public Service Agency

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

**When your placard is properly displayed,
you may park in or on:**

TYPE:

TV:

CO:

DOB: (

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

ISSUED TO

VAZQUEZ CONSUELO G
42 E 5TH ST

NATIONAL CITY CA 91950

You may not park in or on:

Red, Yellow, White or Tow Away Zones.

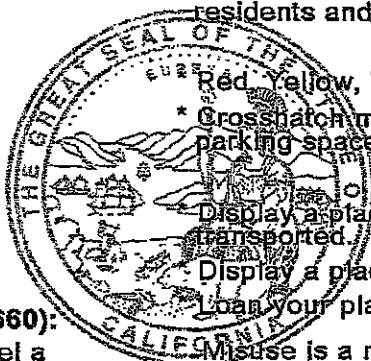
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- Display a placard unless the disabled owner is being transported.
 - Display a placard which has been cancelled or revoked.
 - Loan your placard to anyone, including family members.
- Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

Purchase of fuel**(Business & Professions Code 13660):**

- * State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

025
DPP000 Rev(4/10)



September 3, 2019

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-10

**REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED
AT 42 E. 5th STREET**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 11, 2019, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2019-10.

Sincerely,

A handwritten signature in black ink that reads "Stephen Z. Manganiello".

Stephen Manganiello
City Engineer

SM:ch

Enclosure: Location Map

2019-10

1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Recommended Enhancements (TSC Item: 2019-10)





Location of proposed blue curb disabled persons parking space in front of 42 E. 5th Street (looking south)



Location of proposed blue curb disabled persons parking space in front of 42 E. 5th Street (looking east)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE
LOCATED AT 42 EAST 5TH STREET**

WHEREAS, a resident of 42 East 5th Street possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier and safer access to the home because the demand for parking is high making it difficult to find on-street parking; and

WHEREAS, after conducting an inspection and review, staff has determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space in front of the home; and

WHEREAS, on September 11, 2019, the Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence located at 42 East 5th Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence located at 42 East 5th Street.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of “Keep Clear” pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center located on the north side of 8th Street, East of Harbor Drive \(TSC No. 2019-11\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of "Keep Clear" pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center located on the north side of 8th Street, East of Harbor Drive (TSC No. 2019-11).

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

LZ

APPROVED BY: _____

Michael D. Manganiello

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of "Keep Clear" pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 11, 2019, the Traffic Safety Committee approved staff's recommendation to install "Keep Clear" pavement markings in front of the ingress and egress driveway of the 8th Street Transit Center.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on September 11, 2019 (TSC No. 2019-11)
3. Resolution

EXPLANATION

Mr. Armando Ruiz, project coordinator of the SANDAG projects, requested the installation of "Keep Clear" pavement marking on the westbound and eastbound travel lanes of W. 8th Street, in order to improve the ingress and egress for vehicles, including buses trying to exit the parking lot of the 8th Street Transit Center, located on the north side of E. 8th Street, east of Harbor Drive. Mr. Ruiz stated that SANDAG intends to add the "Keep Clear" pavement markings and signage in order to ensure that the westbound traffic on 8th Street directed to the military base does not block the vehicles and buses trying to exit the 8th Street Transit Center parking lot. Mr. Ruiz also confirmed that MTS agrees on the necessity of the proposed "Keep Clear" pavement markings.

Staff confirmed that during morning peak periods, the traffic queuing does occur along the westbound lanes of W. 8th Street, east of Harbor Drive. Staff confirmed that the installation of the "Keep Clear" pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center, would reduce the traffic congestion for the vehicles that are exiting and entering into the Transit Center parking lot.

This item was presented to the Traffic Safety Committee on September 11, 2019. Ms. Armando Ruiz was in attendance and spoke in support of the item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and recommended the installation of "Keep Clear" pavement marking and "Do Not Block Driveway" signs for the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center. After discussion, the Traffic Safety Committee voted unanimously to approve staff's recommendation.

If approved by City Council all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2019-11)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 11, 2019**

ITEM NO. 2019-11

ITEM TITLE: REQUEST TO INSTALL "KEEP CLEAR" PAVEMENT MARKINGS ON THE WESTBOUND AND EASTBOUND TRAVEL LANES OF W. 8TH STREET, IN FRONT OF THE INGRESS AND EGRESS DRIVEWAY OF THE 8TH STREET TRANSIT CENTER LOCATED ON THE NORTH SIDE OF 8TH STREET, EAST OF HARBOR DRIVE.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mr. Armando Ruiz, project coordinator of the SANDAG projects, requested on behalf of SANDAG, the installation of "Keep Clear" pavement marking on the westbound and eastbound travel lanes of W. 8th Street, in order to improve the ingress and egress for vehicles, including buses trying to exit the parking lot of the 8th Street Transit Center, located on the north side of E. 8th Street, east of Harbor Drive. Mr. Ruiz stated that SANDAG intends to add the "Keep Clear" pavement markings and signage in order to ensure that the westbound traffic on 8th Street directed to the military base does not block the vehicles and buses trying to exit the 8th Street Transit Center parking lot. Mr. Ruiz also confirmed that MTS agrees on the necessity of the proposed "Keep Clear" pavement markings.

Staff confirmed that during morning peak periods, the traffic queuing does occur along the westbound lanes of W. 8th Street, east of Harbor Drive. Staff confirmed that the installation of the "Keep Clear" pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center, would reduce the traffic congestion for the vehicles that are exiting and entering into the Transit Center parking lot.

STAFF RECOMMENDATION:

Staff recommends the installation of "Keep Clear" pavement marking on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center, in order to improve ingress and egress while reducing traffic congestion for the vehicles entering and exiting the 8th Street Transit Center parking lot. Staff also recommends installing "Do Not Block Driveway" signs for the westbound and eastbound travel lanes.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2019-11



PUBLIC REQUEST FORM

Contact Information

Name: Armando Ruiz
Address: 1545 Hotel Circle South, Suite 185
Phone: _____ Email: _____

Request Information

Location: Entrance of 8th Trolley Station
Request: SANDAG intends to add "Keep Clear" pavement markings and signage in the new 8th Street Station traffic signalized intersection entrance to ensure traffic heading westbound on 8th Street towards the military base does not block the buses trying to exit the parking lot.

Attachments: ☐ Yes ☐ No Description: _____

Internal Use Only:

Request Received By: J. Lopez Date: August 15, 2019
Received via: ☐ Counter/In-Person ☒ Telephone ☒ Email ☐ Fax ☐ Referral: _____
Assigned To: L. Zappiello
Notes: _____



August 5, 2019

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-11

REQUEST TO INSTALL "KEEP CLEAR" PAVEMENT MARKINGS ON THE WESTBOUND AND EASTBOUND TRAVEL LANES OF W. 8TH STREET, IN FRONT OF THE INGRESS AND EGRESS DRIVEWAY OF THE 8TH STREET TRANSIT CENTER LOCATED ON THE NORTH SIDE OF 8TH STREET, EAST OF HARBOR DRIVE.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 11, 2019, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access to the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2019-11.

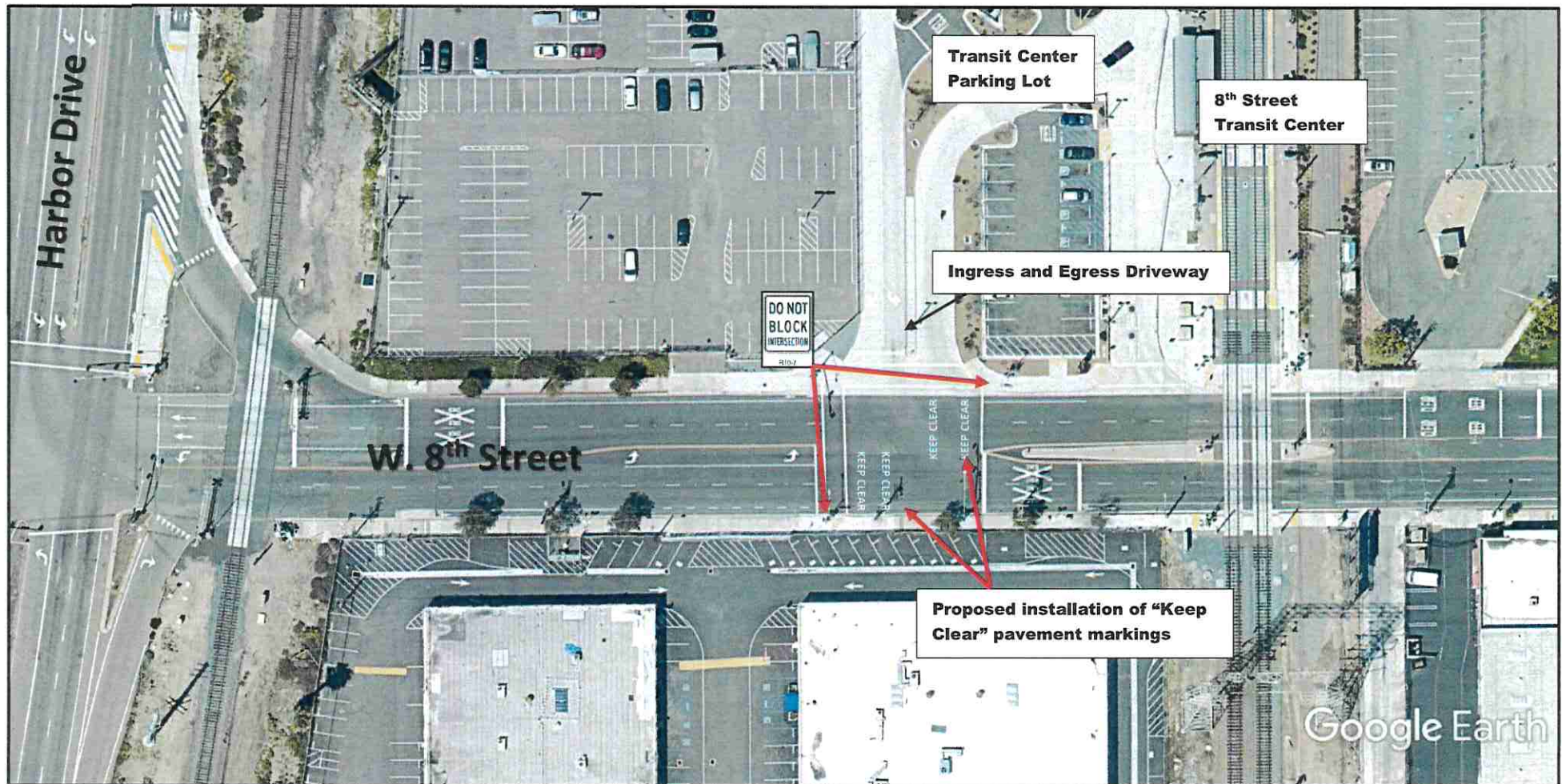
Sincerely,

Stephen Manganiello
City Engineer

SM:lz

2019-11

Location Map with Proposed Enhancements (TSC Item: 2019-11)





Location of proposed “Keep Clear” pavement marking and “Do Not Block Driveway” signs (looking northeast)



Location of proposed “Keep Clear” pavement marking and “Do Not Block Driveway” signs (looking southwest)

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF “KEEP CLEAR” PAVEMENT MARKINGS
ON THE WESTBOUND AND EASTBOUND TRAVEL LANES OF W. 8TH STREET, IN
FRONT OF THE INGRESS AND EGRESS DRIVEWAY OF THE 8TH STREET
TRANSIT CENTER LOCATED ON THE NORTH SIDE OF 8TH STREET, EAST OF
HARBOR DRIVE**

WHEREAS, Armando Ruiz, Project Coordinator of SANDAG has requested installation of “KEEP CLEAR” pavement markings on westbound and eastbound travel lanes of W. 8th Street, in order to improve the ingress and egress for vehicles, including buses trying to exit the parking lot of the 8th Street Transit Center, located on the north side of E. 8th Street, east of Harbor Drive; and

WHEREAS, Armando Ruiz stated that SANDAG with approval from MTS intends to add the “KEEP CLEAR” pavement markings and signage in order to ensure that the westbound traffic on 8th Street directed to the military base does not block the vehicles and buses trying to exit the 8th Street Transit Center parking lot; and

WHEREAS, after conducting an inspection and review, staff has confirmed that during morning peak periods, the traffic queuing does occur along the westbound lanes of W. 8th Street, east of Harbor Drive and recommends installing “KEEP CLEAR” pavement markings on the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center, would reduce the traffic congestion for the vehicles that are exiting and entering into the Transit Center parking lot; and

WHEREAS, on September 11, 2019, Armando Ruiz was in attendance and spoke in support of the item during the Traffic Safety Committee Meeting; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and recommended the installation of “Keep Clear” pavement marking and “Do Not Block Driveway” signs for the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center; and

WHEREAS, the Traffic Safety Committee voted unanimously to approve staff’s recommendations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of “KEEP CLEAR” pavement markings on westbound and eastbound travel lanes of W. 8th Street in order to improve the ingress and egress for vehicles, including buses trying to exit the parking lot of the 8th Street Transit Center, located on the north side of E. 8th Street, east of Harbor Drive; and

///
///
///

**Resolution No. 2019 –
Page Two**

BE IT FURTHER RESOLVED that the City Council authorizes the installation of “Do Not Block Driveway” signs for the westbound and eastbound travel lanes of W. 8th Street, in front of the ingress and egress driveway of the 8th Street Transit Center

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to enter into an Age Friendly Communities Initiative Grant Agreement with the San Diego Foundation for \\$50,000 to develop a National City Age-Friendly Action Plan and authorizing the establishment of a grant appropriation and corresponding revenue account. \(Housing Authority\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: November 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to enter into an Age Friendly Communities Initiative Grant Agreement with the San Diego Foundation for \$50,000 to develop a National City Age-Friendly Action Plan and authorizing the establishment of a grant appropriation and corresponding revenue account.

PREPARED BY: Carlos Aguirre, Housing Director

PHONE: 619-336-4391

DEPARTMENT: Housing Authority

APPROVED BY: 

EXPLANATION:

The City of National City has been selected to receive a \$50,000 grant for the Age-Friendly Communities Initiative. The grant is made by the approval of the San Diego Foundation's Board of Governors to provide support for the National City Age Friendly Communities Initiative and associated Age-Friendly Action Plan. The period for the grant is November 1, 2019 thru November 1, 2020. The Grant Agreement (Attachment No. 2) is made by the San Diego Foundation ("TSDF") and the City of National City ("Grantee").

See Attachment No. 1 for additional background and explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

001- 00000-3637 (Donations) - \$50,000

001-409-000-212-9056 (San Diego Foundation) - \$50,000

No matching City funds required.

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

The adoption of this resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Background Report
2. Grant Agreement
3. Resolution

STAFF REPORT

AGE FRIENDLY COMMUNITIES INITIATIVE GRANT AWARD FOR NATIONAL CITY

Background on the San Diego Foundation Age-Friendly Communities Program

The Age-Friendly Communities Program addresses the needs of older adults — transportation, housing, outdoor spaces and buildings, community support and health services, respect and social inclusion, communication and information, and civic participation and employment — by promoting systems-level change in partnership with local governments, experts on aging and community advocates.

According to the U.S. Administration on Aging, between 2003 and 2013 the population age 60 and over increased 30.7 percent from about 48 million to almost 63 million. In San Diego County, the number of people 65 and over is expected to double by 2030.

The San Diego Foundation created the Age-Friendly Communities Program to address the region's shifting demography and build communities where adults can age in place, stay connected to their communities, and remain independent and meaningfully engaged throughout their later years.

By exploring challenges and solutions across the eight domains of livability established by the American Association of Retired People —transportation, housing, outdoor spaces and buildings, community support and health services, respect and social inclusion, communication and information, and civic participation and employment – the San Diego Foundation seeks to improve the quality of life in the San Diego Region by creating accessible, equitable and inclusive communities for all residents.

Age-Friendly Community Grant to National City

The City of National City has been selected to receive a \$50,000 grant for the Age-Friendly Communities Initiative. The grant is made by the approval of the San Diego Foundation's Board of Governors to provide support for the National City Age Friendly Communities Initiative and associated Age-Friendly Action Plan. The period for the grant is November 1, 2019 thru November 1, 2020. The Grant Agreement (Attachment No. 2) is made by the San Diego Foundation ("TSDF") and the City of National City ("Grantee").

Grant deliverables include:

- Complete the year-one requirements of the AARP Age Friendly Community Planning Phase to development and implement the National City Age-Friendly Action Plan.
- Meet the following AARP planning phase goals by the end of the grant cycle on November 1, 2020:
 - Establish a mechanism to involve older people in all stages of the age-friendly cities and communities process.

- Conduct a comprehensive and inclusive baseline of age-friendliness of National City
 - Develop a 3-year comprehensive and inclusive baseline assessment of the age-friendliness of National City.
 - Identify indicator framework to monitor progress of the action plan.
- Grantee will submit the following milestone updates to TSDF:
 - Mid-cycle status and data reports by May 30, 2020.
 - Final Age-Friendly Plan by November 1, 2020.
- Grantee will collaborate with TSDF to coordinate media, outreach, and promotion of the Age Friendly Initiative throughout the cycle.

Use of Grant Funds

\$35,000 of the grant funds will fund a fellowship program in partnership with a local university to manage the deliverables required by the grant including research, outreach, drafting, and monitoring of the Age Friendly Action Plan. In accordance with the Age-Friendly Initiative, \$15,000 of the grant funds will be used to fund intergenerational learning programs through the Community Services Department and public safety programs administered by the Police and Fire Department that promote the health, wellness, and safety of the senior resident population in National City.

BOARD of GOVERNORS

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PRESIDENT & CEO

Mark Stuart, CFRE

AGE-FRIENDLY COMMUNITIES PROGRAM

October 21, 2019

Grant ID# A202094906

Mayor Alejandra Sotelo-Solis

City of National City

Office of the Mayor

1243 National City Boulevard

National City, CA 91950-4397

Dear Mayor Sotelo-Solis:

Congratulations! The City of National City has been selected to receive a \$50,000 grant for the Age-Friendly Communities Initiative. The period for this grant is November 1, 2019 - November 1, 2020

This grant is made by the approval of The Foundation's Board of Governors to provide support for the National City Age-Friendly Communities Initiative and associated Age-Friendly Action Plan. This grant agreement is made between The San Diego Foundation (hereinafter referred to as TSDF and the City of National City (hereinafter referred to as "Grantee").

Grant Deliverables

- Grantee will successfully complete the year-one requirements of the AARP Age-Friendly Communities Planning Phase to develop and implement the National City Age-Friendly Action Plan.
- Grantee will successfully meet the following AARP planning phase goals by the end of the grant cycle on November 1, 2020:
 - Establish a mechanism to involve older people in all stages of the age-friendly cities and communities process.
 - Conduct a comprehensive and inclusive baseline assessment of the age-friendliness of National City.
 - Develop a 3-year community wide action plan based on assessment findings.
 - Identify indicators framework to monitor progress of the action plan.
- Grantee will submit the following milestone updates to TSDF:
 - Mid-cycle status & data reports by May 30, 2020
 - Final Age-Friendly Action Plan by November 1, 2020
- Grantee will collaborate with TSDF to coordinate media, outreach and promotion of the Age-Friendly Initiative throughout the grant cycle.

During the grant course, representatives of the grantee organization may be asked to participate in events, media spotlights and convenings. The data, written content, and visual assets that you collect over the course of the program cycle will be utilized to inform The Foundation of your work. Track and record information relevant to the program, as appropriate.

Capture and provide testimonials, videos, photos, or infographics that tell a story of program impact. The Foundation requests video (preferred) or written testimonials from individuals who have been positively impacted by the program. During the life cycle of the grant program, please identify articulate individuals with inspiring stories who are willing to speak about the value of the program in their lives. When sending photos, please visibly show activity and include front-facing people and consider any media waivers that may need to be signed and shared. Please include a caption that describes the activity and names of individuals in the picture.

Acknowledging Your Grant

This grant was made possible by the Del Mar Healthcare Fund. Please acknowledge your grant from The San Diego Foundation using the following language: This program was made possible thanks to grant support from The San Diego Foundation. If you need a description of The Foundation, please use: The San Diego Foundation maximizes the impact of charitable giving by mobilizing philanthropic resources to advance quality of life, increase social impact and champion civic engagement. Please always use our full name, "The San Diego Foundation", when referencing The Foundation, capitalizing the "T" in "The."

When planning to write or post information about the grant award and program, coordinate with The San Diego Foundation Communications Department prior to publishing. This is to ensure proper usage of The Foundation brand, as well as to allow The Foundation to coordinate and complement communications efforts, when appropriate. Please check with our communications team and consult our online resource for utilizing The San Diego Foundation logo: <https://www.sdfoundation.org/news-events/logos/>

Terms of the Grant

The San Diego Foundation grant funds may be expended only for charitable, scientific, literary or educational purposes. This grant is made only for the purposes stated in this letter and it is understood that these grant funds will be used for such purposes. It is also understood that no variances will be made from the purpose of the grant without The San Diego Foundation's prior written approval. Grantees are responsible for attaining appropriate work permits, if necessary, and abiding by all relevant state and federal labor laws. Any grant funds not expended for the purpose of the grant will be returned to The San Diego Foundation.

To be eligible for future funding, you must fulfill the responsibilities outlined here. This does not guarantee future funding.

If you have any questions, please contact Grants Administration at 619-235-2300 or at grants@sdfoundation.org.

Best wishes,



Mark Stuart
President & CEO

Accepted on behalf of City National City (Grantee) by:

Authorized Signature

Printed Name

Title

Date

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING
THE MAYOR ON BEHALF OF THE CITY TO EXECUTE INTO AN AGE-FRIENDLY
COMMUNITIES INITIATIVE GRANT AGREEMENT WITH THE SAN DIEGO FOUNDATION
FOR \$50,000 TO DEVELOP A NATIONAL CITY AGE-FRIENDLY ACTION PLAN AND
AUTHORIZING THE ESTABLISHMENT OF A GRANT APPROPRIATION AND
CORRESPONDING REVENUE ACCOUNT**

WHEREAS, the San Diego Foundation created the Age-Friendly Communities Program to address the region's shifting demography and build communities where adults can age in place, stay connected to their communities, and remain independent and meaningfully engaged throughout their later years; and

WHEREAS, by exploring challenges and solutions across the eight domains of livability established by the American Association of Retired People –transportation, housing, outdoor spaces and buildings, community support and health services, respect and social inclusion, communication and information, and civic participation and employment – the San Diego Foundation seeks to improve the quality of life in the San Diego Region by creating accessible, equitable and inclusive communities for all residents; and

WHEREAS, the City of National City has been selected to receive a \$50,000 grant made by the approval of the San Diego Foundation's Board of Governors to provide support for the National City Age Friendly Communities Initiative and associated Age-Friendly Action Plan.

NOW, THEREFORE, the City Council of the City of National City authorizes the Mayor on behalf of the City to enter into an Age-Friendly Communities Initiative Grant Agreement with the San Diego Foundation for \$50,000 to development a National City Age-Friendly Action Plan.

BE IT FURTHER RESOLVED, that the City Council of the City of National City authorizes the establishment of a grant appropriation and corresponding revenue account.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting monetary donations to purchase turkeys to provide for the National City community during Thanksgiving Season 2019 and recognizing the donors of such gift. \(City Manager and City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council accepting monetary donations to purchase turkeys to provide for the National City community during Thanksgiving Season 2019 and recognizing the donors of such gift.

PREPARED BY: Brad Raulston and Angil Morris-Jones

PHONE: 4240 and 4220

EXPLANATION:

In accordance with Government Code Section 37354, City Council Policy 204 and pursuant to their police powers per the California Constitution to protect and promote the health and general welfare of the public, the City Council by adoption of the resolution accepts the turkeys and or monetary donations to provide for the community during Thanksgiving Season 2019.

Further, the resolution recognizes the donors of such gifts.

DEPARTMENT: City Manager and
City Attorney's Office

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt proposed Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Donation Letter
- Resolution



1177 South 26th Street
San Diego, CA 92113
Office: 619-702-8888
Fax: 619-255-8882
Email: info@angelostowing.com
Website: www.angelostowing.com

October 31st, 2019

Mayor Alejandra Sotelo-Solis
1243 National City Boulevard
National City, CA 91950

RE: Donation of Turkeys

Dear Mayor Sotelo-Solis,

I very much appreciated getting to meet with you yesterday. In accordance with the conversation we had I, on behalf of Angelo's Towing, would be very glad to donate 600 turkeys to the City of National City, for you to give out to the middle schools. The approximate value of this donation is \$15,000.

We at Angelo's Towing always look forward for the opportunity to give back and serve the community.

I sincerely hope that these turkeys will be beneficial in bringing Thanksgiving happiness into many National City homes.

Sincerely,

Nash Habib
President

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL ACCEPTING A MONETARY DONATION TO PURCHASE TURKEYS TO PROVIDE FOR THE NATIONAL CITY COMMUNITY DURING THANKSGIVING SEASON 2019 AND RECOGNIZING ANGELO'S TOWING AS THE DONOR OF SUCH GIFT

WHEREAS, Angelo's Towing would like to donate \$15,000 towards the purchase of 600 turkeys for the National City community during Thanksgiving Season 2019; and

WHEREAS, in accordance with Government Code Section 37354, City Council Policy 204 and pursuant to Councils police powers per the California Constitution to protect and promote the health and general welfare of the public, the City Council is empowered to accept said donation.

NOW, THEREFORE, the City Council of the City of National City hereby accepts the \$15,000 monetary donation from Angelo's Towing to purchase 600 turkeys to provide for the National City community during Thanksgiving Season 2019 and recognizes Angelo's Towing as the donor of such gift.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended August 31, 2019. Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended August 31, 2019.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralvito*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending August 31, 2019.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralvito*

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended August 31, 2019.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2019	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	2,812.50	0.00	2,812.50	0.00
Purchase	08/01/2019	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	450,000.00	0.00	450,000.00	0.00
Purchase	08/02/2019	60934N807	1,279.92	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	1,279.92	0.00	1,279.92	0.00
Purchase	08/07/2019	60934N807	9,187.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	9,187.50	0.00	9,187.50	0.00
Purchase	08/09/2019	60934N807	620,867.33	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	620,867.33	0.00	620,867.33	0.00
Purchase	08/13/2019	89114MXX0	600,000.00	Toronto Dominion Bank Yankee CD 2.68% Due 3/16/2020	100.360	2.05%	602,160.00	6,610.67	608,770.67	0.00
Purchase	08/14/2019	60934N807	2,992.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	2,992.50	0.00	2,992.50	0.00
Purchase	08/14/2019	60934N807	285,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	285,000.00	0.00	285,000.00	0.00
Purchase	08/15/2019	60934N807	280.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	280.25	0.00	280.25	0.00
Purchase	08/15/2019	60934N807	482.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	482.50	0.00	482.50	0.00
Purchase	08/15/2019	60934N807	33,240.29	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	33,240.29	0.00	33,240.29	0.00
Purchase	08/15/2019	60934N807	475.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	475.00	0.00	475.00	0.00
Purchase	08/15/2019	60934N807	25,113.45	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	25,113.45	0.00	25,113.45	0.00
Purchase	08/15/2019	60934N807	19,046.22	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	19,046.22	0.00	19,046.22	0.00
Purchase	08/15/2019	60934N807	209.08	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	209.08	0.00	209.08	0.00
Purchase	08/16/2019	60934N807	7,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	7,125.00	0.00	7,125.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/17/2019	60934N807	2,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	2,750.00	0.00	2,750.00	0.00
Purchase	08/18/2019	60934N807	3,368.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	3,368.75	0.00	3,368.75	0.00
Purchase	08/19/2019	60934N807	438.96	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	438.96	0.00	438.96	0.00
Purchase	08/19/2019	60934N807	309.38	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	309.38	0.00	309.38	0.00
Purchase	08/21/2019	60934N807	626.87	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	626.87	0.00	626.87	0.00
Purchase	08/27/2019	43815NAC8	100,000.00	HAROT 2019-3 A3 1.78% Due 8/15/2023	99.999	1.79%	99,999.17	0.00	99,999.17	0.00
Purchase	08/28/2019	084670BR8	400,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	103.017	1.83%	412,068.00	4,980.56	417,048.56	0.00
Purchase	08/31/2019	60934N807	12,468.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.76%	12,468.75	0.00	12,468.75	0.00
Subtotal			2,578,074.25				2,592,301.42	11,591.23	2,603,892.65	0.00
Security Contribution	08/28/2019	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Security Contribution	08/31/2019	90SDCP\$00	32,204,000.00	County of San Diego Pooled Investment Pool	1.000		32,204,000.00	0.00	32,204,000.00	0.00
Subtotal			34,204,000.00				34,204,000.00	0.00	34,204,000.00	0.00
TOTAL ACQUISITIONS			36,782,074.25				36,796,301.42	11,591.23	36,807,892.65	0.00
DISPOSITIONS										
Sale	08/13/2019	60934N807	608,770.67	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	608,770.67	0.00	608,770.67	0.00
Sale	08/27/2019	60934N807	99,999.17	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	99,999.17	0.00	99,999.17	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	08/28/2019	60934N807	417,048.56	Federated Investors Govt Oblig Fund Inst.	1.000	1.98%	417,048.56	0.00	417,048.56	0.00
Subtotal			1,125,818.40				1,125,818.40	0.00	1,125,818.40	0.00
Paydown	08/15/2019	02582JHE3	0.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	100.000		0.00	280.25	280.25	0.00
Paydown	08/15/2019	02587AAJ3	0.00	American Express Credit 2017-1 1.93% Due 9/15/2022	100.000		0.00	482.50	482.50	0.00
Paydown	08/15/2019	47788EAB4	32,574.06	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	100.000		32,574.06	666.23	33,240.29	1.34
Paydown	08/15/2019	47789JAB2	0.00	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	100.000		0.00	475.00	475.00	0.00
Paydown	08/15/2019	89237RAB4	25,078.67	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		25,078.67	34.78	25,113.45	0.24
Paydown	08/15/2019	89238BAB8	18,921.44	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		18,921.44	124.78	19,046.22	1.93
Paydown	08/15/2019	89238KAD4	0.00	Toyota Auto Receivables Owner 2017-D A3 1.93% Due 1/18/2022	100.000		0.00	209.08	209.08	0.00
Paydown	08/19/2019	43814UAG4	0.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	100.000		0.00	438.96	438.96	0.00
Paydown	08/19/2019	43814WAB1	0.00	HAROT 2019-1 A2 2.75% Due 9/20/2021	100.000		0.00	309.38	309.38	0.00
Paydown	08/21/2019	43815HAC1	0.00	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	100.000		0.00	626.87	626.87	0.00
Subtotal			76,574.17				76,574.17	3,647.83	80,222.00	3.51
Maturity	08/01/2019	3137EADK2	450,000.00	FHLMC Note 1.25% Due 8/1/2019	100.000		450,000.00	0.00	450,000.00	3,850.65
Maturity	08/09/2019	89113XP32	600,000.00	Toronto Dominion NY Yankee CD 2.77% Due 8/9/2019	100.000		600,000.00	20,867.33	620,867.33	-276.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	08/14/2019	084670BL1	285,000.00	Berkshire Hathaway Note 2.1% Due 8/14/2019	100.000		285,000.00	0.00	285,000.00	-2,815.80
Subtotal			1,335,000.00				1,335,000.00	20,867.33	1,355,867.33	758.85
Security Withdrawal	08/05/2019	60934N807	2,235.48	Federated Investors Govt Oblig Fund Inst.	1.000		2,235.48	0.00	2,235.48	0.00
Security Withdrawal	08/13/2019	90LAIF\$00	37,000,000.00	Local Agency Investment Fund State Pool	1.000		37,000,000.00	0.00	37,000,000.00	0.00
Subtotal			37,002,235.48				37,002,235.48	0.00	37,002,235.48	0.00
TOTAL DISPOSITIONS			39,539,628.05				39,539,628.05	24,515.16	39,564,143.21	762.36

OTHER TRANSACTIONS										
Interest	08/01/2019	3137EADK2	450,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	08/07/2019	06406RAA5	400,000.00	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.6% Due 2/7/2022	0.000		5,200.00	0.00	5,200.00	0.00
Interest	08/07/2019	40428HPV8	290,000.00	HSBC USA Inc Note 2.75% Due 8/7/2020	0.000		3,987.50	0.00	3,987.50	0.00
Interest	08/14/2019	084670BL1	285,000.00	Berkshire Hathaway Note 2.1% Due 8/14/2019	0.000		2,992.50	0.00	2,992.50	0.00
Interest	08/16/2019	3137EAE19	600,000.00	FHLMC Note 2.375% Due 2/16/2021	0.000		7,125.00	0.00	7,125.00	0.00
Interest	08/17/2019	3135G0N82	440,000.00	FNMA Note 1.25% Due 8/17/2021	0.000		2,750.00	0.00	2,750.00	0.00
Interest	08/18/2019	3130A7CV5	490,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		3,368.75	0.00	3,368.75	0.00
Interest	08/31/2019	912828J50	600,000.00	US Treasury Note 1.375% Due 2/29/2020	0.000		4,125.00	0.00	4,125.00	0.00
Interest	08/31/2019	912828L24	450,000.00	US Treasury Note 1.875% Due 8/31/2022	0.000		4,218.75	0.00	4,218.75	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	08/31/2019	912828L32	600,000.00	US Treasury Note 1.375% Due 8/31/2020	0.000		4,125.00	0.00	4,125.00	0.00
Subtotal			4,605,000.00				40,705.00	0.00	40,705.00	0.00
Dividend	08/02/2019	60934N807	783,789.19	Federated Investors Govt Oblig Fund Inst.	0.000		1,279.92	0.00	1,279.92	0.00
Subtotal			783,789.19				1,279.92	0.00	1,279.92	0.00
TOTAL OTHER TRANSACTIONS			5,388,789.19				41,984.92	0.00	41,984.92	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #12 for the period of 9/11/19 through 9/17/19 in the amount of \\$687,040.03. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #12 for the period of 9/11/19 through 9/17/19 in the amount of \$687,040.03. (Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 9/11/19 - 9/17/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Forests Service	344093	92,783.60	Reimbursement for Overbilling FY19
Whillock Contracting	344162	205,629.99	Paradise Creek Park
Admisure Inc	989988	78,029.67	W/C Account Replenishment Aug 19

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$687,040.03.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$687,040.03

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 12



WARRANT REGISTER # 12
9/17/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
QUINTERO, G	REIMBURSEMENT	344067	9/17/19	152.56
ACME SAFETY & SUPPLY CORP	SADDLE FOR BANDIT HOSE	344068	9/17/19	222.94
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM SEP 2019	344069	9/17/19	1,034.62
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICES JULY 2019 - LIBRARY	344070	9/17/19	6,468.15
ALTA LANGUAGE SERVICES INC	LISTENING & SPEAKING TEST AUG 12, 2019	344071	9/17/19	48.00
AMAZON	BOOKS FOR LIBRARY AS NEEDED FOR FY20	344072	9/17/19	833.25
ARJIS	CONTRIBUTION FOR GRAFFITI TRACKER FY20	344073	9/17/19	2,449.81
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344074	9/17/19	939.72
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344075	9/17/19	80.42
BAKER & TAYLOR	BOOKS FOR LIBRARY AS NEEDED FOR FY20	344076	9/17/19	1,187.10
BALLARDO, D	TRAINING AVD POST SUB LA / MOTOR BALLAR	344077	9/17/19	2,221.17
BROADWAY AUTO GLASS	2015 FORD 2 DOOR WINDSHIELD GREEN TINT	344078	9/17/19	195.90
CASAS, LAURA	INTERPRETATION SVCS 08/20/19 - 09/03/19	344079	9/17/19	200.00
CDWG	FUJITSU FI-7160 DOCUMENT SCANNER, MFG	344080	9/17/19	1,027.97
CHEN RYAN ASSOCIATES INC	NATIONAL CITY SSARP SVCS THRU MAR 30, 20	344081	9/17/19	10,996.85
COAST INDUSTRIAL SYSTEMS INC	KIT REPAIR PUMPS PARTS & LABOR AUG 2019	344082	9/17/19	1,014.16
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	344083	9/17/19	8,749.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	344084	9/17/19	985.94
CV VENTURES LLC	FAIR SHARE CONTRIB 1ST AND 2ND QTR 2019	344085	9/17/19	9,472.59
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	344086	9/17/19	1,055.58
DELL MARKETING L P	EQUALOGIC PS61 UPGRADES AND EXTENSIONS	344087	9/17/19	6,134.76
D-MAX ENGINEERING INC	T&A90219 MARINER'S LANDING	344088	9/17/19	249.01
EATON, PATRICIA	COUNCIL MEETING TRANSLATION 08/20/19	344089	9/17/19	200.00
EXOS COMMUNITY SERVICES LLC	PROGRAM MANAGEMENT FEES JUL 2019	344090	9/17/19	47,826.76
FIRE ETC	ROOF HOOKS	344091	9/17/19	370.66
FLORES, R	REIMBURSEMENT / MEMBERSHIP	344092	9/17/19	65.00
FOREST SERVICE	REIMBURSEMENT FOR OVERBILLING FY2019	344093	9/17/19	92,783.60
GEORGE H WATERS NUTRITION CTR	NEIGHBORHOOD COUNCIL BREAKFAST-09/14/19	344094	9/17/19	2,550.00
GEOSYNTEC CONSULTANTS INC	VALLEY ROAD CHANNEL IMPROV MAY 2019	344095	9/17/19	2,438.50
GONZALEZ, B	MILEAGE REIMBURSEMENT FOR TRAINING FOR B	344096	9/17/19	15.20
GOVCONNECTION INC	HP MFP 586F ENTERPRISE COLOR MFP PRINTER	344097	9/17/19	3,038.54
GOVERNMENT TRAINING AGENCY	CCMA FY2020 ANNUAL FEE - AUG 2019	344098	9/17/19	750.00
GOVERNMENT TRAINING AGENCY	TRAINING TUITION RECORDS SUPRVSR CAMARGO	344099	9/17/19	517.00
GROSSMAN PSYCHOLOGICAL	PRE EMPLOYMENT PSYCH EXAM	344100	9/17/19	3,900.00
GUTIERREZ JR, C	EDUCATIONAL REIMBURSEMENT	344101	9/17/19	3,500.00
HD SUPPLY CONSTRUCTION AND	LG MICROMAX COVERALLS JUL 2019	344102	9/17/19	107.96
HINDERLITER DE LLAMAS	CONTRACT & AUDIT SVCS SALES TAX 3RD QTR	344103	9/17/19	10,696.26
HMS CONSTRUCTION INC	HIGHLAND AVE TRAFFIC SIGNAL	344104	9/17/19	36,812.50
IRON MOUNTAIN	STORAGE SERVICES JUL - AUG 2019	344105	9/17/19	213.21
J GARDNER & ASSOCIATES LLC	BADGE STICKERS	344106	9/17/19	1,159.25
KIRE BUILDERS INC	T&A90057 SHERLY LANE	344107	9/17/19	2,388.44
LASER SAVER INC	MOP 45725 TONER CARTRIDGE - COMM SVCS	344108	9/17/19	59.76
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	344109	9/17/19	19.58
LEXIPOL LLC	JUNE SERVICE	344110	9/17/19	604.50
LIBERTY MFG INC	RANGE SERVICE RUBBER TRAP REMOVAL	344111	9/17/19	5,003.00
LOPEZ, TERESA YOLANDA	INTERPRETATION SERVICES SEP 03, 2019	344112	9/17/19	160.00
METEAU JR, R	MEMBERSHIP & REGISTRATION AUG 25,28, 2019	344113	9/17/19	1,708.38
METRO AUTO PARTS DISTRIBUTOR	MOP 75943 AUTO SUPPLIES - PW	344114	9/17/19	86.94



WARRANT REGISTER # 12
9/17/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR LIBRARY	344115	9/17/19	1,520.94
MILLAN, JORGE	T&A90399 2407 E. 19TH ST.	344116	9/17/19	530.04
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES - PW	344117	9/17/19	195.85
NGUYEN, L	TRAINING AVD LDG MOTR INSTR/NGUYEN	344118	9/17/19	1,322.34
OFFICE SOLUTIONS BUSINESS	MOP 83778, FIRE CHARGES	344119	9/17/19	37.49
OFFICE TEAM	TEMPORARY SERVICES W/E 08/16/19 - NSD	344120	9/17/19	2,250.40
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	344121	9/17/19	40.20
PLUMBERS DEPOT INC	TOOLS FOR SEWER MAINTENANCE APR 2019	344122	9/17/19	424.49
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	344123	9/17/19	283.75
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	344124	9/17/19	118.05
PROFESSIONAL SEARCH GROUP LLC	PSG TEMPORARY HEALP W/E SEP 01, 2019	344125	9/17/19	1,827.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344126	9/17/19	403.96
RADY CHILDREN'S HOSPITAL SAN D	SEXUAL ABUSE EXAMS	344127	9/17/19	2,941.00
RAMOS VERDUGO, ELIZABETH	T&A90102 1805 E. 17TH ST.	344128	9/17/19	108.48
RODRIGUEZ, J	PERFORMER FOR VOLUNTEER DINNER	344129	9/17/19	280.00
SAFARILAND, LLC	REPAIR TO MICROPHONE	344130	9/17/19	84.22
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS AUG 2019 - NSD	344131	9/17/19	2.15
SAN DIEGO HOUSING FEDERATION	CONFERENCE / HOUSING	344132	9/17/19	500.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPT/ROT / POLICE	344133	9/17/19	46.00
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VEST / POLICE / CODY	344134	9/17/19	890.67
SDG&E	GAS AND ELECTRIC UTILITIES FOR FACILITIES	344135	9/17/19	31,279.98
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	344136	9/17/19	4,655.05
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	344137	9/17/19	300.53
SMART SOURCE OF CALIFORNIA LLC	CITE BOOKS / POLICE	344138	9/17/19	1,444.45
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	344139	9/17/19	97.71
SPOK INC	METROCALL PAGING FOR FY20	344140	9/17/19	3.98
STARTECH COMPUTERS	COMPUTER ACCESSORIES / MIS	344141	9/17/19	1,033.13
SUN BADGE COMPANY INC	SILTONE BADGE/SLIMLINE CASE - CITY COUNCIL	344142	9/17/19	148.57
SUPERIOR READY MIX	ROADWAY MATERIALS AUG 13, 2019	344143	9/17/19	406.22
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	344144	9/17/19	1,920.83
SWANK MOTION PICTURES INC	PROMOTIONAL ACTIVITIES SEP 07, 2019	344145	9/17/19	435.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2020	344146	9/17/19	3,397.01
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	344147	9/17/19	787.64
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES	344148	9/17/19	1,600.00
THE LEW EDWARDS GROUP	PROFESSIONAL SERVICES RENDERED AUGUST 19	344149	9/17/19	3,500.00
THE SHOPPER INC	ZENITH PAC LOCKS (100 PCS) DVD - LIBRARY	344150	9/17/19	599.98
THE STAR NEWS	ADVERTISING NOTICES AUG 23, 2019	344151	9/17/19	205.01
T'S & SIGNS	30 X 60 PRINT ONE COLOR LOGO ON BOTTOM	344152	9/17/19	4,856.78
TURF STAR INC	AUTOMOTIVE PARTS AUG 13, 2019	344153	9/17/19	588.95
U S BANCORP SERVICE CENTER INC	CREDIT CARD EXPENSES / POLICE	344154	9/17/19	1,080.65
U S BANK	TRAINING CREDIT CARD TUITIONS	344155	9/17/19	7,353.95
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	344156	9/17/19	796.07
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	344157	9/17/19	12,183.49
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	344158	9/17/19	2,103.46
VULCAN MATERIALS COMPANY	FINANCE CHARGE AMOUNT	344159	9/17/19	78.42
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	344160	9/17/19	133.43
WETMORES	MOP 80333 AUTO SUPPLIES - PW	344161	9/17/19	124.06
WHILLOCK CONTRACTING	PARADISE CREEK PARK	344162	9/17/19	205,629.99



WARRANT REGISTER # 12
9/17/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC SUPPLIES	344163	9/17/19	15.92
YEMHA, DIANA	T&A90250 314 S. HARBISON	344164	9/17/19	100.00
			A/P Total	573,362.33
WIRED PAYMENTS				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE SEP 2019	239876	9/12/19	532.40
ADMINSURE INC	W/C ACCOUNT REPLENISHMENT AUG 2019	989988	9/12/19	78,029.67
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET AUGUST 2019	989991	9/12/19	35,115.63
GRAND TOTAL				<u>\$ 687,040.03</u>

CERTIFICATION

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF NOVEMBER 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #13 for the period of 9/18/19 through 9/24/19 in the amount of \\$1,911,165.10. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #13 for the period of 9/18/19 through 9/24/19 in the amount of \$1,911,165.10.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 9/18/19 - 9/24/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	344192	86,038.20	Group R1192A – September 2019
Kimley Horn	344197	50,574.34	Safe Route to School Project
SDG&E	344215	96,421.63	Gas & Electric Utilites
Public Emp Ret System	9192019	257,053.67	Service Period 8/27/19 – 9/9/19

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$1,911,165.10.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,911,165.10

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 13



WARRANT REGISTER # 13
9/24/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALDEMCO	FOOD SUPPLIES - NUTRITION	344165	9/24/19	7,696.98
ALL FRESH PRODUCTS	FOOD SUPPLIES - NUTRITION	344166	9/24/19	969.85
ALL THE KINGS FLAGS	R&M BUILDINGS & STRUCTURES AUG 28, 2019	344167	9/24/19	724.13
ALLSTAR FIRE EQUIPMENT INC	TURNOUTS	344168	9/24/19	5,107.86
ASSI SECURITY INC	DOOR SECURITY SERVICES AUG 29, 2019	344169	9/24/19	435.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	344170	9/24/19	241.89
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	344171	9/24/19	225.18
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL PROD DELIVERED SEP 03, 2019	344172	9/24/19	1,185.14
CONTRERAS	MEETINGS MIL REIMB FEB,MAY,JUL,& AUG 2019	344173	9/24/19	88.16
COUNTY OF SAN DIEGO	2333 EUCLID AVENUE	344174	9/24/19	646.00
COUNTYWIDE MECHANICAL SYSTEMS	LABOR & TRUCK CHARGE - EQUIPMENT	344175	9/24/19	2,925.14
CWEA MEMBERSHIP	PRC#T2235 / WORKSHOP OCT 23, 2019	344176	9/24/19	100.00
DELTA DENTAL	GROUP 05-0908600000 SEPTEMBER 2019	344177	9/24/19	15,277.03
DELTA DENTAL INSURANCE CO	GROUP 05-7029600000 SEPTEMBER 2019	344178	9/24/19	2,715.24
DISCOUNT SIGNS & BANNERS	HELMET DECALS	344179	9/24/19	131.46
D-MAX ENGINEERING INC	CALFIRE URBAN FOREST EXP.	344180	9/24/19	905.00
ENTENMANN ROVIN CO	FIRE CHIEF BADGE	344181	9/24/19	169.71
EXPRESS PIPE AND SUPPLY	PLUMBING PARTS AND MATERIALS TOOL	344182	9/24/19	1,965.55
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	344183	9/24/19	198.82
FIRE ETC	HELMETS, GOGGLES / FIRE DEPT	344184	9/24/19	3,284.25
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES - PW	344185	9/24/19	113.71
FORDYCE CONSTRUCTION INC	EL TOYON PARK RECREATION CENTER	344186	9/24/19	40,302.80
GEOSYNTEC CONSULTANTS INC	JOES POCKETS	344187	9/24/19	2,494.15
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	344188	9/24/19	320.68
HEALTH NET	GROUP R1192Q SEPTEMBER 2019	344189	9/24/19	1,969.92
HEALTH NET	GROUP N7177A SEPTEMBER 2019	344190	9/24/19	1,860.36
HEALTH NET	GROUP N7176F SEPTEMBER 2019	344191	9/24/19	1,598.46
HEALTH NET INC	GROUP R1192A - SEPTEMBER 2019	344192	9/24/19	86,038.20
HEALTH NET INC	GROUP 57135A SEPTEMBER 2019	344193	9/24/19	2,504.30
HEALTH NET INC	GROUP 57135M SEPTEMBER 2019	344194	9/24/19	1,252.16
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	344195	9/24/19	71.66
JANI-KING OF CALIFORNIA INC	CONTRACT SERVICES SEP 2019 - NUTRITION	344196	9/24/19	1,313.40
KIMLEY HORN	SAFE ROUTE TO SCHOOL PROJECT	344197	9/24/19	50,574.34
L N CURTIS & SONS	WILDLAND COATS	344198	9/24/19	13,906.73
MANGUM, N	FEDERAL CIVIL SEM PARKING REIMB AUG 2019	344199	9/24/19	31.00
MES CALIFORNIA	FOAM CONCENTRATE	344200	9/24/19	2,228.62
MHZ COMMUNICATIONS ENT	LI-ON PORTABLE BATTERIES	344201	9/24/19	959.32
NATIONAL CITY AUTO TRIM	MOP 72441, FIRE CHARGE	344202	9/24/19	380.63
NATIONAL CITY ELECTRIC	TROUBLESHOOTING OF ELECTRICAL SYSTEM	344203	9/24/19	700.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	344204	9/24/19	483.51
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK ED. PARK	344205	9/24/19	8,170.00
NFPA FULFILLMENT CENTER	NFPA FIRE CODES SUBSCRIPTION FY20	344206	9/24/19	1,575.00
OLIVER PRODUCTS	CONSUMABLE SUPPLIES - NUTRITION	344207	9/24/19	2,084.17
PADRE JANITORIAL SUPPLIES	CONSUMABLE SUPPLIES - NUTRITION	344208	9/24/19	215.88
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	344209	9/24/19	3,462.93
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY HELP W/E SEP 15, 2019	344210	9/24/19	2,394.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344211	9/24/19	698.16
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	344212	9/24/19	472.00



WARRANT REGISTER # 13
9/24/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES - NUTRITION	344214	9/24/19	301.92
SDG&E	GAS AND ELECTRIC UTILITIES	344215	9/24/19	96,421.63
SEAPORT MEAT COMPANY	FOOD SUPPLIES - NUTRITION	344216	9/24/19	973.70
SIEMENS INDUSTRY INC	ADDITIONAL FIRE AND SECURITY ALARM	344217	9/24/19	815.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	344218	9/24/19	1,332.60
SMART & FINAL	MOP 45756, FIRE CHARGES	344219	9/24/19	225.61
SNAP-ON INDUSTRIAL	ITEM BAB037231 OFFICE CABINETRY	344220	9/24/19	9,990.39
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	344221	9/24/19	304.99
SUPERIOR READY MIX	ROADWAY MATERIALS AUG 28, 2019	344222	9/24/19	2,444.59
SWEETWATER AUTHORITY	WATER BILL FOR STREETS AND WASTEWATER	344223	9/24/19	355.96
SYSCO SAN DIEGO INC	FOOD SUPPLIES - NUTRITION	344224	9/24/19	4,382.77
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	344225	9/24/19	463.67
TARGET SPECIALTY PRODUCTS	PRC#T2236 TURF & ORNAMENTAL FIELD DAY	344226	9/24/19	276.00
TERMINIX INTERNATIONAL	PEST CONTROL AUG 26, 2019	344227	9/24/19	60.00
TOPECO PRODUCTS	MOP 63849 GENERAL SUPPLIES - PW	344228	9/24/19	20.67
U S BANK	US BANCORP CREDIT CARD STMT AUG 2019	344229	9/24/19	1,064.51
UNDERGROUND SERVICE ALERT	NAT01 NEW TICKET CHARGES	344230	9/24/19	446.61
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	344231	9/24/19	2,284.67
VISION SERVICE PLAN	SEP 2019 VISION SERVICE PLAN	344232	9/24/19	846.43
VORTEX INDUSTRIES INC	REPAIRS ROLLING STEEL DOOR AUG 29, 2019	344233	9/24/19	1,435.00
VULCAN MATERIALS COMPANY	ENVIRONMENTAL FEE AGG & ASPHALT	344234	9/24/19	585.22
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES - PW	344235	9/24/19	2,999.09
WEST COAST ARBORISTS INC	ARBORIST SERV. - CALFIRE GRANT P2	344236	9/24/19	33,880.00
WETMORES	MOP 80333 AUTO SUPPLIES - PW	344237	9/24/19	49.22
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	344238	9/24/19	48.86
A/P Total				435,177.59
 WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/27/19 - 09/09/19	9192019	9/19/19	257,053.67
 PAYROLL				
Pay period	Start Date	End Date	Check Date	
20	9/10/2019	9/23/2019	10/2/2019	1,218,933.84
 GRAND TOTAL				<u>\$ 1,911,165.10</u>

CERTIFICATION

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF NOVEMBER 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending National City Chapter 13.18 of the National City Municipal Code regarding tree preservation of city-owned trees and parkway landscaping as the City's Urban Forest Management Plan. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and the Introduction of an Ordinance of the City Council of the City of National City amending National City Chapter 13.18 of the National City Municipal Code regarding tree preservation of the city-owned trees and parkway landscaping as the City's Urban Forest Management Plan

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Introduce Ordinance of the City Council of the City of National City amending National City Municipal Code Title 13, Section 13.18, regarding street trees and the introduction of the Urban Forest Management Plan.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Urban Forest Management Plan (on file with the Office of the City Engineer)
3. Presentation
4. Ordinance

Explanation

In 2015, the City of National City was awarded an Urban & Community Forestry (UCF) Greenhouse Gas Reduction Fund grant in the amount of \$276,685 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan (UFMP) for National City. The scope of work included conducting a Geographic Information System (GIS)-based City tree inventory estimated at 10,000 trees, creating a National City Urban Forest webpage, and providing a web-based tree maintenance scheduling system. These project components have been completed. An additional requirement of the UCF grant is to update the City's Tree Ordinance (City of National City Municipal Code Section 13.18), based on the results presented in the UFMP developed as part of this grant.

The UFMP reflects the goals and objectives of National City (the City) and provides a "road map" for managing the forest and provides a strategic plan that identifies issues, needs, and opportunities throughout the City. This plan evaluates the current condition of National City's urban forest, discusses its benefits, explores and addresses public needs and concerns, establishes urban forest goals and objectives, and outlines a set of actions to manage the urban forest and meet those goals. To address the needs of the urban forest, concerns of the community, and the identified management opportunities, the following overarching goals were developed:

- Optimize and Sustain the City's Urban forest for maximum economic, environmental, and societal benefits.
- Enhance community understanding of trees, their importance and the variety of tree benefits and their individual and collective importance in tree care and urban forestry health.
- Enhance the City's urban forestry program so that it employs existing policies and procedures in a comprehensive management approach with oversight by a dedicated urban forester

The ordinance will encourage and provide direction for preserving and enhancing the existing tree canopy, improving tree quality and health, and increasing the number of trees through implementing sound and sustainable urban forest management practices and planning policies, as described in the UFMP. The update of the City's tree protection ordinance also aligns with the General Plan's urban forestry goals and policies and enhances the urban forest's protection and sustainability.

The City's effort to update the street tree ordinance and public awareness through inventorying the urban forest and creation of the UFMP, will help in maximizing the benefits of trees and the urban forest, including the following: offsetting carbon emissions, conserving energy through strategic shade tree planting, reducing Stormwater runoff through canopy interception, assisting with water quality and erosion control, beautifying the City, and improving air quality and calming neighborhoods, among others.

On October 7, 2019, Dudek, the consultant for this grant provided an informative presentation to the Planning Commission regarding this grant, the UFMP, and the proposed street tree ordinance.

The proposed action to adopt the Urban Forest Management Plan and amendments to the National City Municipal Code Section 13.18, are attached.

DUDEK

Urban Forest Management Plan

National City, California



PRESENTED BY CHRIS KALLSTRAND AND MIKE HUFF

NOVEMBER 5, 2019

UFMP Partners



Overview

- | | | | |
|----|--|----|------------------------------|
| 01 | What is an Urban Forest Management Plan? | 05 | Public Survey |
| 02 | National City's Urban Forest | 06 | Community Meetings |
| 03 | Urban Forest Benefits | 07 | Vision and Mission Statement |
| 04 | Management Practices and Policy | 08 | Strategic Plan |



01

What is an Urban Forest Management Plan?

What is an Urban Forest Management Plan?

The UFMP is a one-stop resource for urban forest management planning.

- Analyzes
- Documents
- Outlines
- Summarizes
- Identifies
- Recommends
- Educates





02

National City's Urban Forest

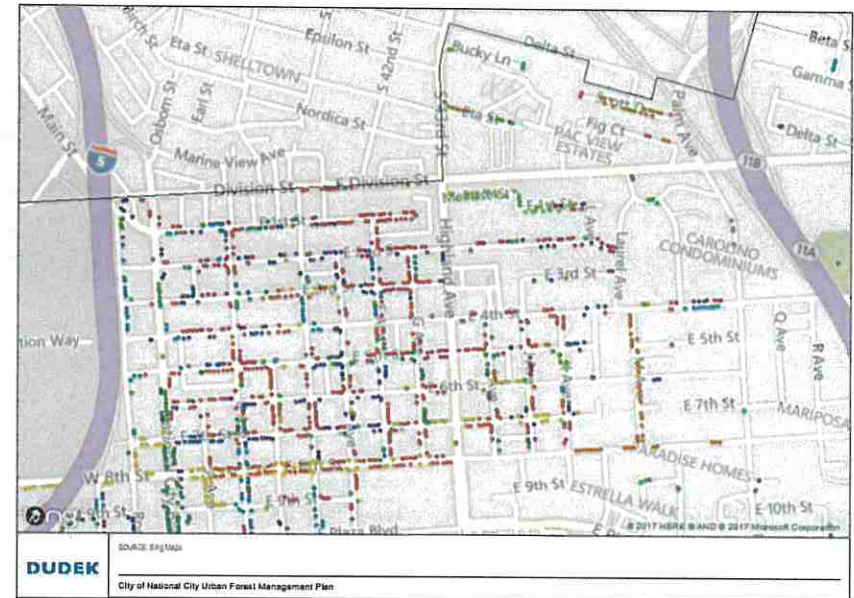
National City's Urban Forest

9,397 City-managed trees

Comprised of:

- 8,013 parkway trees
- 1,125 park trees
- 259 median trees

Includes 191 individual species



National City's Urban Forest

Young Urban Forest

- 90.9% of the forest is 18 inches in diameter or less

Healthy Urban Forest

- 93.5% of the trees found to be in good or fair health

Diverse Urban Forest

- 191 Tree Species





03

Urban Forest Benefits

Urban Forest Benefits

CLEANER AIR

100 trees remove 53 tons of carbon dioxide and 430 pounds of other air pollutants per year.



REDUCES URBAN HEAT ISLAND EFFECT

Shaded surfaces may be 20°F–45°F cooler than the peak temperatures of unshaded materials.



CAPTURES RAINWATER

100 mature trees can capture and store about 139,000 gallons of rainwater per year.



INCREASES BUSINESS

Shoppers will spend 9% to 12% more for goods and services in business districts having high-quality tree canopy.



GREEN ECONOMY

In 2009, urban forestry supported 60,067 jobs in California, resulting in \$3.3 billion in income.



IMPROVES PUBLIC HEALTH

People living in polluted urban areas are far less likely to be admitted to hospitals with asthma when there are lots of trees in their neighborhood.



COMBATS CLIMATE CHANGE

By reducing energy demand and absorbing carbon dioxide, trees and vegetation decrease the production and negative effects of air pollution and greenhouse gas emissions.



SAVES ENERGY

Strategically placed shade trees can help save up to 56% on annual air-conditioning costs.



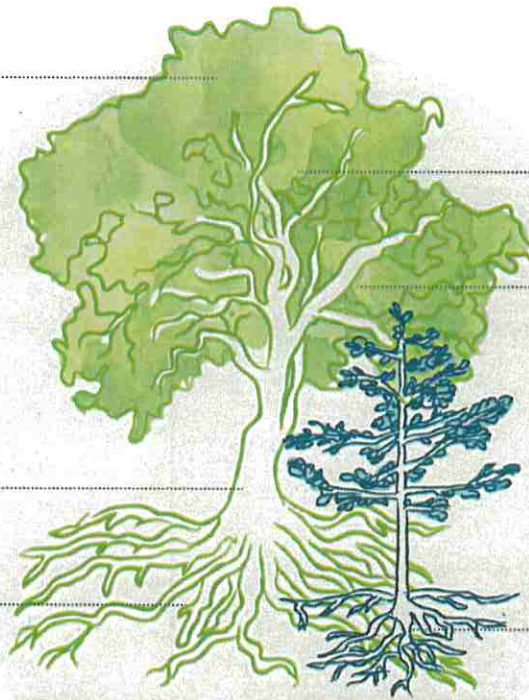
CLEANER WATER

A medium-sized tree intercepts up to 2,300 gallons of stormwater runoff per year.



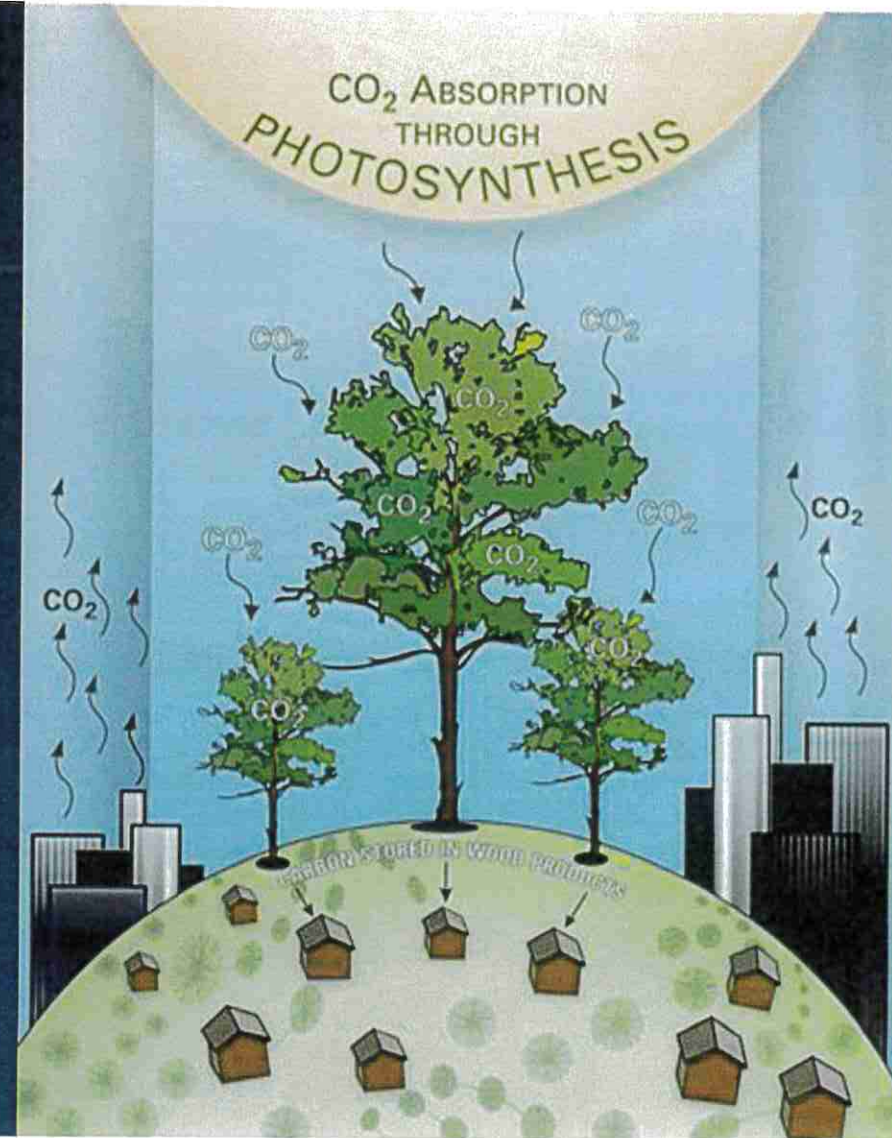
IMPROVES MENTAL HEALTH

People living in neighborhoods with less than 10 percent tree canopy are much more likely to report symptoms of depression, stress, and anxiety.



Urban Forest Benefits

- The City's trees store roughly 3,543.71 pounds of air pollutants, valued at \$155,823.
- The City's trees store a total of 5,031 tons of carbon and sequester approximately 4 tons of carbon per year.
- The City's trees reduce annual energy costs by \$70,639 per year.
- The appraised structural value of the City's trees is estimated at \$28 million.
- Approximately 32.2 million gallons of rainfall are intercepted by the City's urban forest each year for a benefit of \$7,761.
- Value added by tree aesthetics is approximately \$843,535 per year.

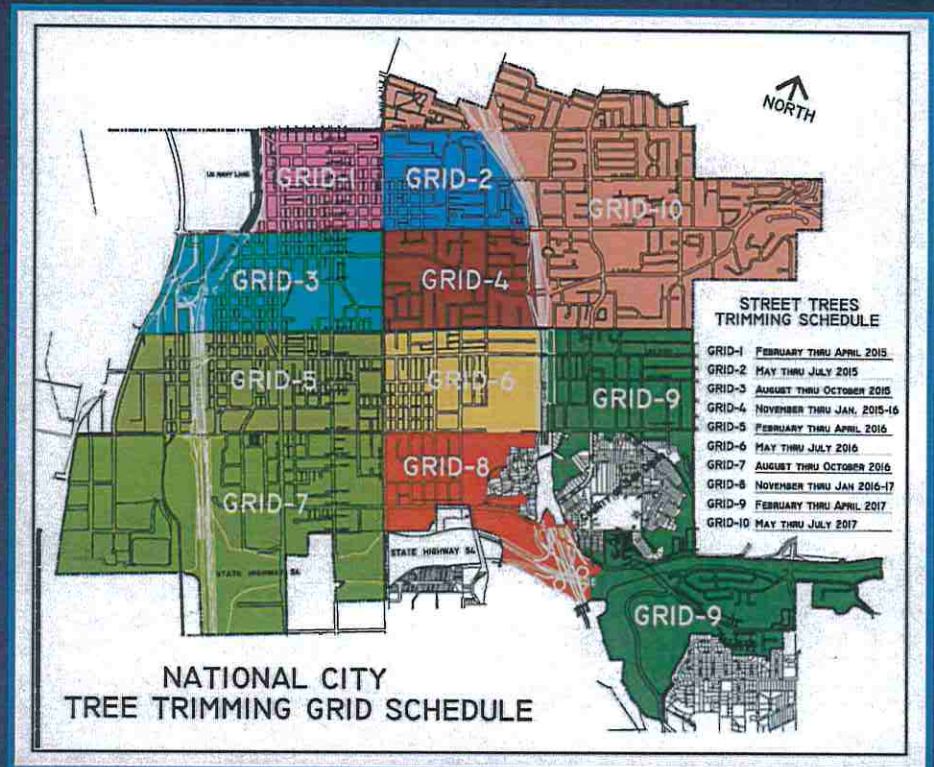


04

Management Practices and Policy

Management Practices Overview

- The City allocates approximately \$224,000 annually for the tree maintenance budget = \$23.80/tree.
- The City performs tree maintenance on a 2.5-year grid cycle.
- The City's Park Department currently performs most tree pruning activities.
- The City is planting 1,700 trees that are being funded through a grant.
- The City routinely inspects and repairs sidewalks, streets, and curbs damaged by tree roots.



Management Policy – Municipal Code

City municipal code addresses trees, their maintenance, and protection.

Landscape Maintenance

- Maintenance requirements, R.O.W. planting and maintenance, and public nuisances.

Street Trees and Parkway Landscaping

- Permit requirements, maintenance requirements, prohibitions.

Landscaping

- Planning, plant materials, tree protection, public nuisances, and public utilities.

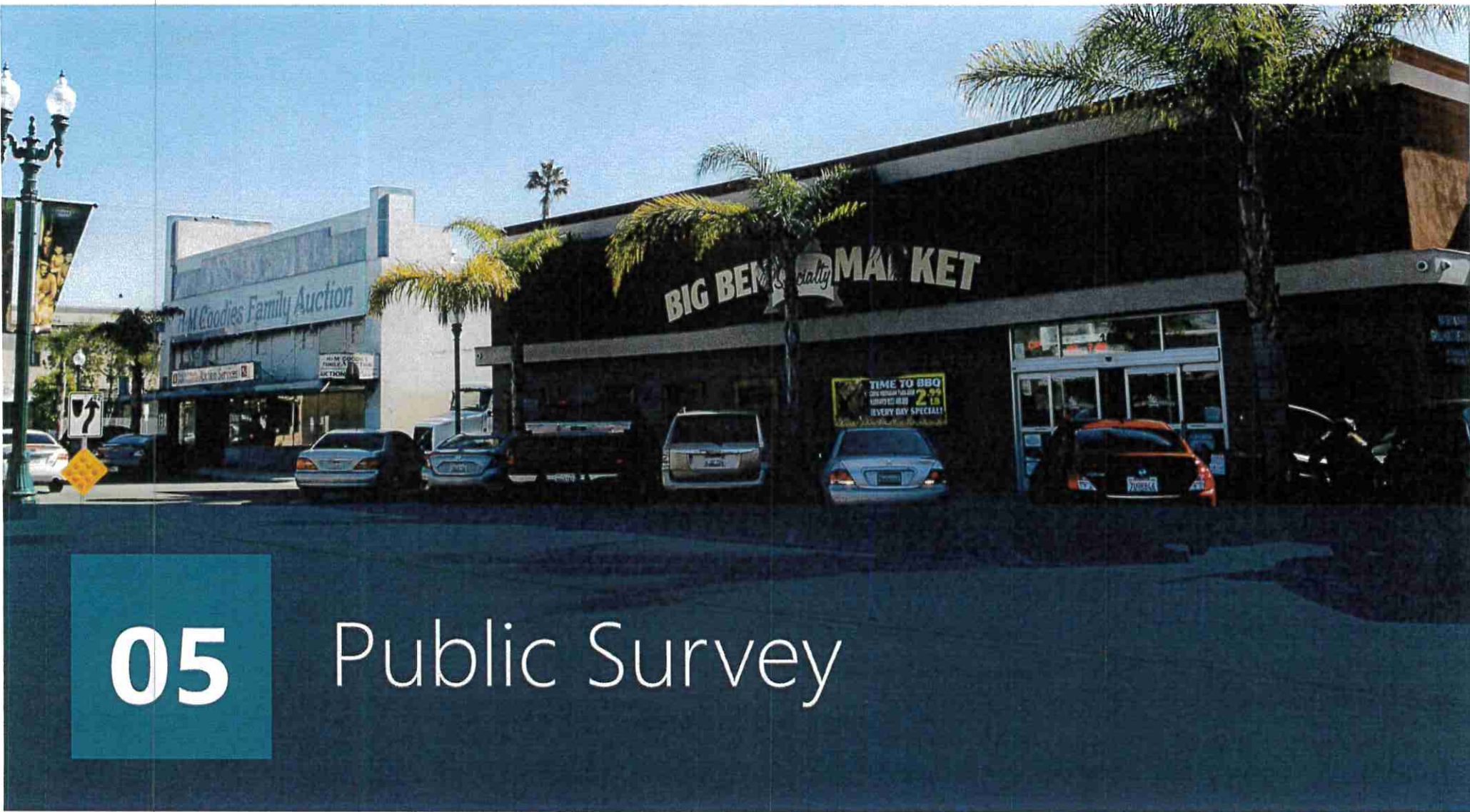


Management Policy – Current General Plan

General Plan Highlights:

- Suggests planting new trees in conjunction with all City-initiated projects, as feasible.
- Ensures that new developments incorporate street trees and parking lot plantings, where feasible
- Requires the retention of trees of significance, wherever possible
- Defines Heritage and Landmark trees
- Promotes planting shade trees





05

Public Survey

Public Survey

1. How important are trees as it relates to the City's overall infrastructure (streets, sidewalks, sewer, lighting, etc.)?
 - Very important to most (76%) of respondents
2. How important is it to allow development, even if trees are impacted?
 - 67% of people consider development important or very important, even if trees are impacted
3. Do you know the City has tree care policies, including a tree trimming schedule (i.e., how trees are maintained, protected, planted)?
 - 75% indicate they were aware or very aware
25% were not aware of formal maintenance and protection procedures

Public Survey *(cont.)*

4. Do you know the City has dedicated staff who manage the City's trees (City staff, tree maintenance contractor, how decisions are made regarding tree removals)?
 - 81% aware the City has dedicated tree maintenance staff and a contractor
 - 19% were unaware
5. How do you think the City's trees are currently being cared for or maintained?
 - 57% indicated average tree care
 - 43% indicated below average care
 - 0% indicated above-average care

Public Survey *(cont.)*

6. What are the 3 most important BENEFITS of trees with 1 being the most important.
 - #1 - Air quality
 - #2 - Aesthetics
 - #3 - Energy conservation

7. What are the 3 most important PROBLEMS with trees with 1 being the most important?
 - #1 - sidewalk/pavement cracking
 - #2 - tree roots and underground pipe problems
 - #3 - restrictions on property use



06

Community Meetings

Community Meetings

Meeting Highlights:

Community meetings included:

- Parks, Recreation, and Senior Advisory Board July 2016
- Neighborhood Community Meetings were attended on April 5, 13, and 19, 2017.

Concerns

- Air quality
- Planting locations
- Watering
- Resident tree selection



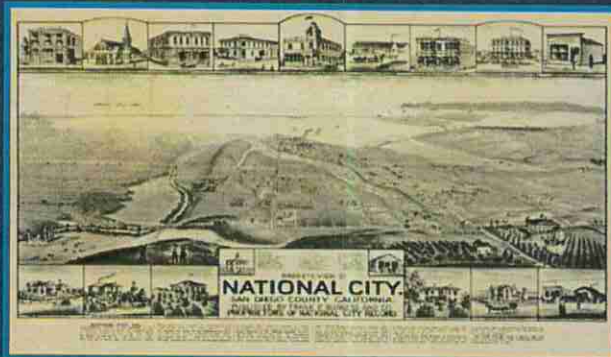


07

Vision and Mission Statement

Vision Statement

A healthy, diverse, and sustainable urban forest provides many benefits to people and their environment. National City manages the urban forest as an essential, environmental, economical, and community asset that attracts business and enhances the City's livability.



Mission Statement

Provide the benefits of a safe, healthy, and sustainable urban forest to all National City residents and visitors



08

UFMP Strategic Planning

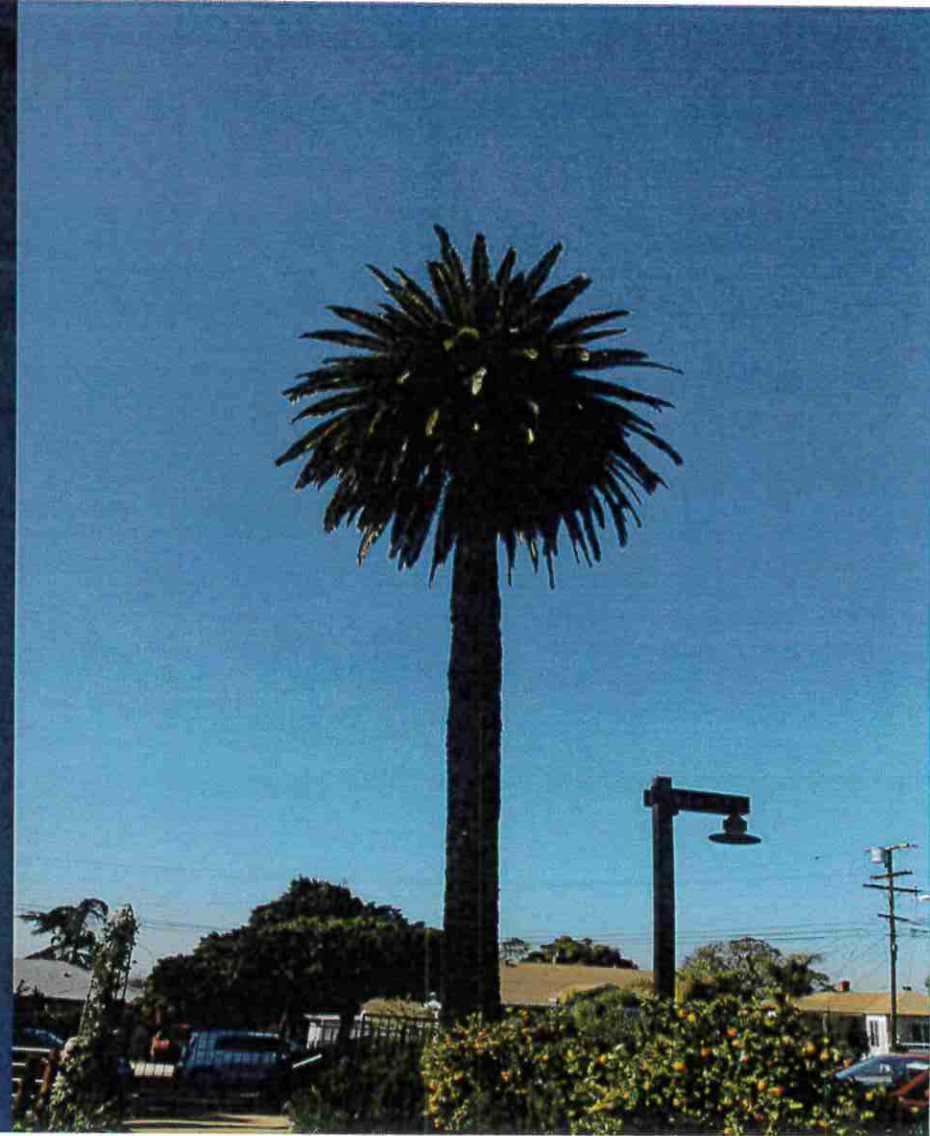
Urban Forest Management Plan Strategic Goals

- Optimize and sustain the City's urban forest for maximum economic, environmental, and societal benefits.
- Enhance community understanding of trees, their importance, and the variety of tree benefits and their individual and collective importance in tree care and urban forestry health.
- Enhance the City's urban forestry program so that it employs existing policies and procedures in a comprehensive management approach with oversight by a dedicated urban forester.

UFMP Strategic Planning Objectives

Objectives are organized under three categories:

1. Tree resources
2. Community awareness and participation
3. Management and policy



UFMP Strategic Planning – Tree Resources Goals

1. Optimize Tree Age Distribution
2. Increase Canopy Cover
3. Increased Urban Forest Benefits
4. Optimized Species Diversification
5. Water- and Drought-related Management
6. Pest Management
7. Hardscape Conflict Resolution

Objective	Rationale	Management Actions	Achievement Milestone (5 year increments)
TR-1: Optimize Tree Age Distribution	Tree age distribution in urban forests is important to consider because it relates directly to maintenance and management costs, now and in the future, and it relates to the value of benefits realized. Further, tree age distribution can affect vulnerability to pests and disease and the potential for large-scale tree loss.	<ol style="list-style-type: none"> 1. Plant vacant spaces over the next 5 years and establish 1,700 additional trees. 2. Enhance and preserve historical and culturally significant trees 3. Provide superior tree care to maintain existing trees so they can progress to maturity 4. Plan and budget for increased removals as middle age trees mature and senesce. 5. Actively monitor/track age distribution and make adjustments as necessary through planting program 	Incremental improvement 2017-2052 Milestone 2053-2057 or sooner; ongoing

UFMP Strategic Planning – Community Awareness and Participation

1. Increase Public Awareness
2. Increase Public Outreach and Communications
3. Re-activation of the City Street Tree Committee
4. Development of Urban Forestry Webpage on City's Website

Objective	Rationale	Management Actions	Achievement Milestone
<i>CAP-1: Increased public awareness of the Benefits Provided by Trees</i>	Public involvement is critical to the development of a sustainable urban forest, especially when tree maintenance by citizens is relied on (such as for watering). The private tree population far outnumbers the public trees and helping to educate citizens has an exponential positive impact on the collective urban forest.	<ol style="list-style-type: none"> 1. Provide on-going education about the urban forest through workshops, e-mails, social media, and community events. 2. Develop and expand volunteer opportunities in the Urban Forest. 3. Continue to encourage citizens to care for their own street trees. 4. Develop and distribute more information regarding proper care of trees through available free resources 5. Attain Tree City USA Recognition. 	2017-2022; ongoing

UFMP Strategic Planning – Management and Policy

1. UFMP Implementation
2. Re-activation of the City Street Tree Committee
3. Secure Alternative Funding
4. Train and Inform Forestry Staff
5. Update Tree Species Selection List
6. Revise and Update Street Tree Protection Ordinance

Objective	Rationale	Management Actions	Achievement Milestone
MP-4: Trained and Informed Urban Forestry Staff with Individual Urban Forester	Urban forests are complex, valuable, and ever-changing City assets. Managing urban forests, like any City asset, requires specialists who remain up to date on the latest industry standards. Having a full-time urban forester provides cohesiveness and consistency for tree management and policy interpretation.	<ol style="list-style-type: none"> 1. Utilize consultants and contractors to provide specific urban forestry expertise, as needed 2. Have multiple public work staff members obtain ISA Arborist certifications. 3. Plan for a full time urban forester position 	Milestone begins 2018 Milestone Achievement 2023-2027



Questions?

Mike Huff

Email: mhuff@dudek.com

Chris Kallstrand

Email: ckallstrand@dudek.com

ORDINANCE NO. 2019 –

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CHAPTER 13.18 OF THE NATIONAL CITY MUNICIPAL CODE
REGARDING TREE PRESERVATION OF CITY-OWNED TREES AND PARKWAY
LANDSCAPING AS THE CITY'S URBAN FOREST MANAGEMENT PLAN**

WHEREAS, this ordinance furthers Policy Goal OS-4 of the City's General Plan that strives to maintain and promote "[a] healthy and thriving urban forest that serves as an environmental, economic, and aesthetic resource"; and

WHEREAS, this ordinance furthers Policy OS-4.5 that seeks to "develop and maintain standards for the preservation and maintenance of the tree canopy, including pruning and trimming of street trees to allow for pedestrian and vehicular safety, while maintaining aesthetic value"; and

WHEREAS, this ordinance also furthers Objective No.4(c) of the 2017-2022 Strategic Plan in that it improves City infrastructure, which for purposes of this ordinance, represents the City's urban forest; and

WHEREAS, the City currently follows applicable standards of the International Society of Arboriculture and the American National Standards Institute for tree maintenance; and

WHEREAS, recognizing the need for a standardized, scientific approach, the City specifically follows the Tree Care Industry Association's latest standards for tree maintenance as described in the most current version of the American National Standards Institute, ANSI A300, to develop consensus for an official American National Standard; and

WHEREAS, adoption of this ordinance would further those maintenance standards of the International Society of Arboriculture, the American National Standards Institute, and the Tree Care Industry Association; and

WHEREAS, adoption of this ordinance is required pursuant to the terms of the CalFire Greenhouse Gas Reduction Fund – Urban and Community Forestry Program for the National City Urban Forest Management Planning Project; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

SECTION 1. Chapter 13.18 of the National City Municipal Code is hereby deleted in its entirety and amended to read as follows:

TREE PRESERVATION OF CITY-OWNED TREES AND PARKWAY LANDSCAPING

Sections:

- 13.18.010 Purpose.
- 13.18.020 Generally.
- 13.18.030 Authority.
- 13.18.040 Definitions.
- 13.18.050 City engineer, or designee.
- 13.18.060 Board oversight.
- 13.18.070 Urban Forestry Management Plan.
- 13.18.080 City tree inventory.
- 13.18.090 Species, cultivars, and varieties.
- 13.18.100 Maintenance and preservation.
- 13.18.110 Pruning and maintenance of city trees.
- 13.18.120 Landscaping required.
- 13.18.130 Nonconforming parkway uses.
- 13.18.140 Removal of city trees.
- 13.18.150 Protection of city trees.
- 13.18.160 Maintenance and shrubs and ground cover.
- 13.18.170 Approval required.
- 13.18.180 Nuisance abatement.
- 13.18.190 Violations and penalties.
- 13.18.200 Public utilities.
- 13.18.210 Severability.

Section 13.18.010. Purpose.

A. National City's urban forest provides a number of social and environmental benefits, both tangible and intangible. A healthy urban forest can improve local air quality and human health, as trees absorb carbon dioxide and other pollutants and replenish oxygen. The biological diversity of wildlife and plant communities is enhanced by the favorable conditions created by trees. Extensive tree canopies reduce the urban heat island effect, thereby (1) reducing the amount of heat absorbed and the need for air conditioning, thus reducing energy use and the emission of greenhouse gases, and (2) making streets and sidewalks more pleasant places to walk and extending the life of street paving. Also, a healthy urban forest can decrease wind speed, reduce the negative effects of solar glare, reduce stormwater runoff, stabilize soils, and assist in improving water quality.

B. Other benefits of urban forests to city residents include: increased traffic safety through the use of street trees; economic development through an improved aesthetic image of the city; increased property values and additional revenue generated by businesses, visitors and new residents attracted to the urban forest image of the city; and improved overall quality of life.

Therefore, the purpose of this ordinance is also to:

C. Preserve and grow the city's canopy cover by protecting city trees and expanding the protection of city trees on public property.

D. Safeguard the city's urban forest by providing for the regulation of the protection, planting, maintenance, and removal of trees in the city.

E. Protect the visual and aesthetic character of the city.

F. Improve and enhance property values by conserving and adding to the distinctive and unique aesthetic character of the many areas of the city.

G. Improve the quality of life for residents, visitors and wildlife.

H. Maintain and enhance the general health, safety and welfare of the city and its residents by assisting in counteracting air pollution and in minimizing soil erosion and other related environmental damage.

I. Protect and maintain healthy trees in the land use planning processes as set forth in this Ordinance.

J. Establish procedures and practices for fulfilling the purposes of this city tree and tree protection ordinance.

K. Supplement the city's policies and administrative procedures.

Section 13.18.020. Generally.

A. No landscaping, maintenance of landscaping, or construction may be done by any person within any parkway of the city, or cause or permit the same to be done, except in accordance with the provisions of this chapter.

Section 13.18.030. Authority.

A. The city manager, or designee, shall have the authority and jurisdiction to regulate the management, maintenance, planting, care, and removal of certain trees within the public right-of-way or on public property to ensure safety, protect the environment, or to preserve or enhance the aesthetics of such public sites.

Section 13.18.040. Definitions.

A. "Approved tree species master list" means a listing of trees as approved by the city council that are deemed appropriate for planting on a city-wide basis, or in limited areas as determined by the tree manager. This listing shall consider, as appropriate, ultimate tree canopy and root growth; compatibility with nearby buildings, sidewalks, and streets; shade canopy provided; and fire resistance. It shall also include a listing of invasive or otherwise undesirable trees that the city has determined shall not be planted within the city by public or private parties as part of a development plan. The approved

tree species master list shall be maintained by the tree manager and shall be made available to the public.

B. “ANSI Z133” is the professional arboriculture best management practices developed under the American National Standards Institute and written by the Accredited Standards Committee for safety in tree trimming operations.

C. “ANSI A300” is the professional arboriculture best management practices developed under the Tree Care Industry Association and written by the Accredited Standards Committee for overall tree health management and maintenance.

D. “City” shall mean the City of National City.

E. “City engineer, or designee” means, for purposes of this tree preservation ordinance, the person in the public works department who shall serve as the city’s tree resource and shall advise the city manager and all departments on urban forestry matters.

F. “City tree” means a tree within the city’s public rights-of-way, parks, or other public places and is maintained by the city.

G. “Dripline area” means the area from the trunk of a tree to the outermost edge of the tree canopy.

H. “Emergency removal” means that a tree must be immediately removed due to an imminent threat to persons or property due to structural defect, insect or disease, or imminent failure, as determined by a qualified arborist.

I. “Excessive pruning” means removing more branches, stems, and roots than necessary to accomplish the desired objective. Typical maintenance requires that no more than twenty-five (25) percent of a tree’s total number of major branches or canopy volume be removed in a single year. Any maintenance that requires pruning in excess of the twenty-five (25) percent threshold described this section can injure a tree and is prohibited unless approved by the tree manager.

J. “Ground cover” means grass, turf, or perennial plants that normally grow in a flat, horizontal manner so as to conceal, or with the purpose of concealing, the ground surface, that do not normally exceed eight inches in height, and that will tolerate light pedestrian traffic.

K. “Hazard” or “hazardous” means a tree, or part of a tree, that has been assessed for risk and found to be very likely to fail and cause severe consequences by causing injury, damage, or disruption.

L. “Injury” means any damage to a tree resulting from any activity, including but not limited to excessive pruning, cutting, topping, trenching, excavating, altering the grade, paving or compaction within the tree protection zone, including deliberate damage such as vandalism.

M. “International Society of Arboriculture (ISA)” is a tree care industry (private and public) membership association and credentialing program for the professional practice of arboriculture.

N. “Landscaping” means the use of architectural and horticultural materials to provide control of erosion, dust, weeds and accumulation of litter in a manner complementary to the purpose of adding natural environmental quality to a premises. Landscaping also includes trees, shrubs, ground covers and other planting materials providing shade, visual screening, aesthetic enhancement, soil conservation, and reduction of fire hazards, reduction of harborages of rodents, reduction of vermin and reduction of disease-bearing creatures.

O. “Landscaping maintenance” includes sufficient irrigation, fertilization, pruning, trimming and training to keep plants in a healthy, vigorous condition. Removal of dead materials, weeds and accumulated litter, rubble or other foreign substances is required. Maintenance also includes re-seeding, replacement of dead plants and planting where necessary to restore a landscaped area to the level of “coverage” required of a new installation.

P. “Maintain” or “maintenance” means pruning, spraying, fertilizing, watering, treating for disease or injury, or other similar acts which promote the growth, health, safety, beauty, and the life of trees.

Q. “Maintenance plan” means a plan of maintenance adopted by the city council for Maintenance of city trees that incorporates ISA standards, ANZI A300, and ANSI Z133 best management practices.

R. “Park” means and includes any park owned, operated, or maintained by the city.

S. “Parkway” means that part of the public street right-of-way between the curb, or edge of paved roadway where there is no curb, and the property line separating the street right-of-way from abutting private property. Parkways are generally used for public sidewalks, public utility poles, fire hydrants, street signs and other public facilities. The remaining parkway area is generally “landscaped.”

T. “Pruning” means the selective removal of plant parts to meet specific Maintenance goals and objectives.

U. “Public nuisance” shall have the same meaning as defined in Section 18.44.160.

V. “Public places” means and includes all grounds, other than streets or parks, owned by, leased to, or otherwise under the control of the city.

W. “Risk” is the combination of the likelihood of an event and the severity of the potential consequences.

X. “Shrub” means any woody perennial plant commonly achieving a height of less than ten feet in height at maturity and usually having multiple stems.

Y. “Street tree” means and includes any woody perennial plant typically having a single trunk commonly achieving ten feet in height or greater at maturity and capable of being pruned to develop a branch-free trunk at least nine feet in height and that is located within city rights-of-way.

Z. “Topping” means the leader and branch stub cutting of a tree to a lower height. “Topping” also means the reduction of tree size using internodal cuts without regard to tree health or structural integrity.

AA. “Tree protection and preservation plan” means a plan that outlines measures to protect and preserve trees on a project. This plan shall include requirements for preconstruction; treatments during demolition and/or construction; establishment of a tree protection zone; tree monitoring and inspection schedule.

BB. “Tree protection zone” means the area around a tree typically from five feet beyond the drip line to the trunk, as determined by the city engineer, or designee. No soil disturbance or other activity is permitted within the tree protection zone unless otherwise approved by the city engineer, or designee.

CC. “Urban forest” means the trees and shrubs that comprise the tree canopy in the city’s rights-of-way, streets, parks, and under the circumstances specified in this ordinance, private property.

DD. “Urban forest management plan” means a plan that summarizes the ordinances, policies and procedures as approved by the city that provide direction and goals regarding the planting, maintenance, health care, protection of trees, and long-term health of the urban forest.

EE. “Urban forest management program” means the ordinances, plans, policies and procedures as approved by the city that provide direction and goals regarding the planting, maintenance, care, and protection of trees.

Section 13.18.050. City engineer, or designee.

A. The City Engineer, in consultation with qualified tree specialist(s), as necessary, shall serve as the city’s tree resource and shall advise the city manager and all departments on urban forestry matters. The city engineer, or designee, may plant, remove, or regulate and control the planting or removal of all city trees planted within the rights-of-way of any city street. The city engineer, or designee, may formulate and publish an approved tree species master list and maintenance plan subject to parks, recreation, and senior citizens’ advisory board approval. The city engineer, or designee, shall also serve as staff liaison to the parks, recreation, and senior citizens’ advisory board.

B. The City Engineer, or designee, shall make inspections of all parkway landscaping. If any such inspection reveals that landscaping is not properly installed or maintained, the city engineer, or designee, shall cause written notice to be issued to the property owner responsible for such work. The notice must include a description of the required improvements and must set a reasonable time for compliance. Appeals may be taken from such written notice by filing a written appeal with the parks, recreation, and senior citizens’ advisory board. After considering the evidence, the advisory board shall decide the property owner’s appeal and issue its order on the appeal. The property owner may appeal the parks, recreation, and senior citizens’ advisory board’s decision to the city council, whose decision on the matter shall be final.

C. If any work required by an “order to comply” is not satisfactorily completed within the time specified therein, the city, or a subcontractor, may complete the necessary work. The city may charge the cost of such work to the property owner. Such a charge, if not timely paid in full by the property owner, in addition to other penalties, may be made a lien against that property in accordance with the city’s abatement procedure.

Section 13.18.060. Board oversight.

A. The parks, recreation, and senior citizens’ advisory board shall review and provide comments on city plans and policies related to urban forestry, including updates to the various aspects of the city’s urban forest management plan and, shall among other things:

1. Review and provide comments on a maintenance plan prior to consideration by the city council.
2. Review and provide comments on the approved tree species master list before consideration by the city council.
3. Review and provide comments to the city engineer, or designee, on proposed city tree removals except in the case of emergency removals.
4. Review and provide comments to the city engineer, or designee, on proposed changes to the city’s urban forest management plan and urban forest management program.

Section 13.18.070. Urban forest management plan.

A. The urban forest management plan provides the city with an evaluation of the urban forest and its management, detailing recommendations for setting and achieving goals, and informs the city’s residents of these evaluations and goals. The urban forest management plan provides a “road map” for managing the city’s urban forest. As an ever-changing ecosystem, the city’s urban forest requires appropriate management actions to optimize the benefits derived from it while meeting various city safety and economic goals. Specifically, the urban forest management plan evaluates the current condition of the city’s urban forest, discusses its benefits, explores and addresses public needs and concerns, establishes urban forest goals and objectives, and outlines a set of actions to manage the urban forest and meet those goals.

Section 13.18.080. City tree inventory.

A. The city is to maintain a baseline tree inventory of all trees located within the city’s rights-of-way by updating tree information as needed. The inventory is to include all street trees, stumps, and vacant sites located in street rights-of-way, medians, and city facilities. The tree inventory will include global positioning system mapping of each individual tree or vacant space. All collected data to be analyzed for species diversity, overall health, age distribution, maintenance requirements, and environmental benefits. Tree data to be used in the conjunction with urban forestry goals established in the urban forest management plan.

Section 13.18.090. Species, cultivars, and varieties.

A. All trees to be planted in city rights-of-way, parks, or other public spaces shall conform to approved tree palettes identified in adopted city and community master plans, general plans, specific plans, and any maintenance plans, and as reflected in the approved tree species master list contained in the urban forest management plan. Exceptions may be granted subject to recommendation by the parks, recreation, and senior citizens' advisory board and the review and approval of the city engineer, or designee. The initial approved tree species master list shall be reviewed and approved by the city council. Minor revisions may be made by the city engineer, or designee, following review by the parks, recreation, and senior citizens' advisory board.

Section 13.18.100. Maintenance and preservation.

A. All city trees shall be maintained in accordance with the city's urban forest management plan, which may be reviewed periodically by the parks, recreation, and senior citizens' advisory board. The city shall consider the long-term sustainability of the tree canopy in various areas of the city and proactively maintain or remove trees in a manner that promotes the long term sustainability and enhancement of the city's urban forest. The city will use the most current ISA standards and ANSI A300 best management practices to protect, where practicable, existing trees from the impacts of development and maintenance projects.

Section 13.18.110. Pruning and maintenance of city trees; landscaping maintenance.

A. Trees located within public street parkways will be pruned by city forces, or city subcontractors, and not by private property owners. Public utility companies may prune such trees without written permission from the city, if the existence of the tree creates a significant possibility that the continuation of safe, efficient and reliable service to the customers being served may be impaired. Pruning of city trees must conform to the pruning practices specified in ISA standards, ANZI A300, and ANSI Z133 best management practices. Topping of any city tree shall be prohibited as it is not an acceptable pruning practice, unless authorized by the city manager in writing after consultation with the parks superintendent.

B. All woody and leaf materials resulting from the pruning operation must be properly recycled consistent with Chapter 9.52.

C. Any person who wishes to plant, cut down, trim, prune, remove, or in any way interfere with the natural growth of any city tree planted within any parkway, city street rights-of-way, or on other city property, must receive written permission from the city engineer, or designee, before starting such work. The director is authorized to require all, or any part of, approved work to be performed by or under the supervision of city employees or subcontractors. The city engineer, or designee, must provide advice and consultation to aid in the elimination of any hazard, undesirable landscape effect, or disease infestation where such action is beneficial to the overall street or block in which the city tree is located. If the desired action by the applicant is refused, the applicant may request a hearing before the parks, recreation, and senior citizens' advisory board for further review.

D. Public utility companies may not remove a city tree without first obtaining written permission to do so from the city engineer, or designee.

E. Maintenance of shrubs and ground cover, as well as watering and fertilizing city trees, does not require written permission from the city engineer, or designee.

F. Adjoining property owners must adequately maintain the parkway area. All landscaped parkways must be continuously maintained.

Section 13.18.120. Landscaping required.

A. Whenever sidewalks are required in conjunction with the issuance of any building permit, parkway landscaping shall also be installed.

Section 13.18.130. Nonconforming parkway uses.

A. Parkway that are not landscaped shall be leveled to the grade of adjoining sidewalks, or adjoining curbs where there are no sidewalks, and shall thereafter be maintained free of weeds and accumulation of litter. Such work shall be the responsibility of the adjoining property owner.

Section 13.18.140. Removal of city trees.

A. No person shall remove any city tree without submitting a written tree removal request to the city engineer, or designee, and receiving written approval for such removal from the city engineer, or designee.

B. Any city tree removed shall have its stump removed to a depth at least sixteen (16) inches below the adjacent ground level, or as determined by the city engineer, or designee. If appropriate as determined by the city engineer, or designee, a minimum of one replacement tree of a type, size, and location shall be planted.

Section 13.18.150. Protection of city trees.

A. Every effort should be made to protect city trees during construction. If construction activity, or the movement of equipment will take place within the dripline area of any city tree, a fenced tree protection zone shall be established by the city engineer, or designee, except that the fenced area shall not include private property. No person shall store any equipment, store any solid or liquid waste materials, or any other liquids which may be injurious to a tree, nor excavate any ditches, tunnels, trenches or drive within the tree protection zone. Should a construction project on private property involve digging, excavating or trenching within the tree protection zone, a tree protection and preservation plan must be prepared by the property owner and approved by the city engineer, or designee.

B. Tree protection and preservation plans shall use the most current ISA standards and ANSI A300 best management practices to protect existing trees from the impacts of development and maintenance projects.

C. No person shall place, or cause to be placed, any stone, cement, or other substance that would impede the free entrance of water or air to the roots of any tree planted along any street, or on other city-owned property. However, any substance described in this Section may be installed if a radius of at least eighteen inches, measured from the trunk of the tree outward, exists all around the trunk of such tree.

D. No person shall deface, mutilate or attach or place any rope, wire, sign, poster, handbill or other thing to or on any city tree growing along any city street or public place, or to cause any wire charged with electricity to come in contact with such tree. Similarly, no person shall allow any brine, oil, liquid, dye, salt, or other substances injurious or harmful to plant life to lie, leak, flow, drip into or onto, or to come into contact with, the city tree or the soil around the base of such tree.

E. Nothing in this chapter is intended to prevent a private property owner from being able to develop their property.

Section 13.18.160. Maintenance of shrubs and ground cover.

A. No person shall plant, or cause to be planted, any tree, shrub, or plant or ground cover in the parkway, except as provided in this chapter. Grass, turf, or other ground cover plantings may be planted in the parkway if such plantings are not allowed to attach themselves to or ascend the trunk of any tree. Planting, cutting, mowing, watering, fertilizing, and all other maintenance of grass, turf, or other ground cover in the parkway must be performed by the adjacent property owner, subject to the restrictions in this chapter.

Section 13.18.170. Approval required.

A. Unless performed pursuant to a city maintenance plan, or as part of an approved development, any work performed in the city's rights-of-way, parks, or other public areas shall require the written approval of the city engineer, or designee, before committing any of the following acts:

1. Removing, cutting, pruning, breaking, injuring, defacing, or in any other way interfering with any tree, or any part thereof, either above or below the ground.
2. Planting any tree or shrub not identified on the approved tree species master tree or council-adopted maintenance plan.
3. Spraying, or otherwise applying, any chemical on any tree or shrub.
4. Securing any rope, wire, sign, or other device on or about such tree or shrub.
5. Removing or injuring any guard or device intended to assist in the growth and health of a tree or shrub.
6. Closing or obstructing the base or branch of a tree or shrub that may limit the ability of the tree or shrub to grow or absorb water or nutrients.

B. Nothing in this chapter shall preclude a property owner from maintaining the parkway in front of the property owner's property as may be required by law.

Section 13.18.180. Nuisance abatement.

A. The city engineer, or designee, may declare any tree or shrub a public nuisance, and provide notice of such nuisance, as set forth in Section 18.44.160.

B. In addition to Section 18.44.160, any tree or shrub located on a city parkway neither planted with an approved permit, nor conforming to the approved tree species master list (at the time of the planting) may also be considered a nuisance if, for example, the species of tree is declared by the city engineer to be invasive, or if the species of tree poses a risk to the health and safety of residents. The public works department, or subcontractor of the city, is authorized to abate, or cause to abate, any tree or shrub

described in this Section by trimming, pruning, cutting or removing such tree or shrub in its entirety. The public works department, or subcontractor of the city, is also authorized to trim, prune, cut, or remove that portion of a tree or shrub described in this Section as may be necessary to eliminate any interference, obstruction, or dangerous condition caused by such tree or shrub.

Section 13.18.190. Violations and penalties.

A. Violations of this chapter shall be punishable as prescribed in Section 1.36.160. Nothing in this section, or Section 1.36.160, shall limit the city's ability to seek restitution for damage to city trees, or shrubs in accordance with valuation methodologies as outlined by the Tree Care Industry Association, the International Society of Arboriculture, the American National Standards Institute, or as outlined in the city's urban forest management plan, or additional penalties as established by law in the State of California.

Section 13.18.200. Public utilities.

A. No species of trees or large shrubs shall be planted under overhead lines or over underground utilities if its growth might interfere with the installation or maintenance of any public utilities.

Section 13.18.210. Severability.

A. If any one portion or section of this ordinance shall be determined to be invalid, the remaining portions or sections shall remain in full force and effect.

SECTION 2.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

SECTION 3.

The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

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SECTION 4.

The proposed action is categorically exempt from the California Environmental Quality Act ("CEQA") under Sections 15307-15308 because the ordinance is designed to protect the City's natural resources and environment. This ordinance contains enforcement procedures that allow the City to maintain and enhance City-owned trees and provides a regulatory process to achieve these environmental goals.

PASSED and ADOPTED this 19th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Section 18.12.160 \(Historic Properties\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2019-23 A\) \(Planning\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Section 18.12.160 (Historic Properties) of Title 18 (Zoning) of the National City Municipal Code. (Applicant City-Initiated) (Case File 2019-23 A)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning Division

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

Chapter 18.12.160 of the Land Use Code makes specific reference to the National City Historic Society ("the Society"). While the Society is an important resource in the City for information on applications for historic designation and demolition of historic structures, it is not the only resource. This has led to confusion with regard to prioritizing comments or recommendations. In order to avoid the appearance of favoring one organization or resource over another, staff suggests removing the term "National City Historical Society" from chapter 18.12.160.

The Planning Commission held a public hearing on the proposed amendments and recommended denial of the changes as contained in the attached proposed Code changes.

The attached background report describes the project in detail.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommended adoption of the amendment to the Planning Commission.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended denial of the Land Use Code amendment.

Ayes: Natividad, Flores, Sendt, Yamane, DelaPaz

Noes: Garcia

Absent: Baca

ATTACHMENTS:

- | | |
|--------------------------|---|
| 1. Background report | 4. Public Hearing Notice |
| 2. Findings | 5. Planning Commission Resolution 2019-19 |
| 3. Proposed Code changes | 6. Ordinance |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council adopt the amendment to section 18.12.160. However, the Planning Commission held a public hearing on the proposed amendments and recommended denial of the changes as contained in the attached proposed Code changes. The reason for denial was that the National City Historical Society was an important resource for the City and should continue to be specifically referenced in the National City Municipal Code.

Overview

Chapter 18.12.160 of the Land Use Code makes specific reference to the National City Historic Society ("the Society"). While the Society is an important resource in the City for information on applications for historic designation and demolition of historic structures, it is not the only resource. This has led to confusion with regard to prioritizing comments or recommendations.

Proposed Changes

In order to avoid the appearance of favoring one organization or resource over another, staff suggests removing the term "National City Historical Society" from chapter 18.12.160. Staff will still be able to solicit comments and recommendations from the Society, as well as other resources (e.g. National City Library History Room staff, State Historic Preservation Office, Save Our Heritage Organization, etc.).

Staff will refer to the National Register Criteria for Evaluation, which is published by the National Park Service, Office of Historic Preservation. The standards can be used for evaluation of both state and nationally-significant structures.

Criteria generally focus on the quality of significance in local history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

ATTACHMENT 1

- D. that have yielded, or may be likely to yield, information important to prehistory or history.

A strikethrough/underline version of the changes are attached to this staff report.

Findings

There are two findings required for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan Conformance

The requested amendments to this section are consistent with the General Plan, as both the Land Use and Open Space Elements encourage the preservation of historic structures. Three policies and one goal apply in this case:

Land Use

Policy LU-7.2: Support historic preservation, adaptive reuse, and refurbishing of existing buildings and structures.

Open Space

Goal OS-8: The identification, preservation, and enhancement of the city's historic, cultural, and paleontological resources.

Policy OS-8.1: Establish formal criteria to be used in the identification, restoration, and preservation of locally significant historic structures.

Policy OS-8.4: Consult with property owners and land developers early in the development review process to minimize potential impacts to historic and cultural resources.

CEQA Compliance

These amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. Any applications for historic designation or demolition of historic structures would still require the same level of CEQA review as before.

Summary and next steps

The Planning Commission held a public hearing on the item and recommended denial to the City Council of the changes to the City's Municipal Code related to the review of permits involving historic structures. Staff had recommended approval of the changes to

the Commission and recommends that the City Council introduce the Ordinance with the attached recommended amendments. If introduced, the item will come back to the City Council at a subsequent meeting for adoption.

OPTIONS

1. Introduce the Ordinance as recommended by staff, amending Chapter 18.12.160 of the Land Use Code based on the attached findings or findings to be determined by the City Council; or
2. Introduce the Ordinance with changes to be made by the City Council, amending Chapter 18.12.160 of the Land Use Code based on the attached findings or findings to be determined by the City Council; or
3. Continue the item to a specific date; or,
4. File the item (no action taken).

RECOMMENDED FINDINGS FOR APPROVAL

1. That the proposed amendment to section 18.12.160 is consistent with the General Plan, as Land Use and Open Space Policies LU-7.2, OS-8.1, and OS-8.4 encourage historic preservation of the City's historic resources.
2. That the proposed amendment has been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendment is not considered to be a project under CEQA as there would be no physical impact as a result of the change. Any applications for historic designation or demolition of historic structures would still require the same level of CEQA review as currently. The change is solely related to removing a specific entity's name in the Municipal Code and replacing with a generic term.

RECOMMENDED FINDINGS FOR DENIAL

1. That the National City Historical Society has been, and continues to be, an important resource for the City in the subject of historic research and preservation, and should continue to be specifically referenced in the National City Municipal Code Section 18.12.160.

18.12.160 - Historic properties.

- A. Intent and Purpose. It is the intent and purpose of this section to protect, preserve and, where damaged, restore National City's historic resources by:
1. Establishing a procedure whereby properties of historical significance are identified and appropriate notice is provided in the event demolition, significant alteration, or conversion is proposed.
 2. Protecting the educational, cultural, economic, and general welfare of the public, while employing regulations that are consistent with sound historical preservation principles and the rights of private property owners.
 3. Utilizing State Historic Preservation Office standards for identifying and preserving properties of historical significance in the City to ensure appropriate categorization and disposition of historic resources.
- B. Designation of Historic Properties.
1. A list of historic properties shall be maintained and periodically updated.
 2. Changes to the historic properties list may be initiated by resolution of the city council or on the verified application of the owner(s) of the property to be designated or their authorized agents.
 3. Any application or resolution that proposes changes to the historic properties list shall be accompanied by an evaluation of the historic character of the property and shall be reviewed by the planning division.
 4. The planning division, after reviewing such application for completeness, ~~shall notify the historical society of~~ shall solicit comments from local, state, or federal historic resources, as necessary, related to the proposed changes to the historic properties list. ~~Any comments or recommendations provided by the historical society must be received within twenty days of the notice of proposed changes.~~
 5. Once the planning division has completed review of the application and considered any comments or recommendations ~~from the historical society~~, it shall prepare a report and recommendation to the planning commission.

6. The planning commission shall hold a public hearing on the proposal and shall provide a recommendation to the city council.
7. The city council shall hold a public hearing and may approve, modify and approve, or deny the proposed changes to the historic properties list.

C. Review of Ministerial Permits.

1. The building official or designee shall review each request for a non-discretionary building or demolition permit to determine if it involves any structure identified on the list of historic properties. If a property proposed for demolition or significant alteration or conversion is determined to be on the historic properties list, the building official or designee shall withhold issuance of the permit for a period of thirty days.
2. The building official shall immediately notify the planning division and the city council of the pending permit.
3. The planning division shall review the permit and solicit comments from local, state, or federal historic resources, as necessary, to determine consistency with this chapter. ~~Within five days, the planning division shall provide notice to the historical society of the pending permit and may request comments and recommendations. Any comments or recommendations provided by the historical society must be received within twenty days of the notice of pending permit.~~
4. Once the planning division has reviewed the permit application and considered any comments or recommendations ~~from the historical society~~, it shall provide a recommendation to the city council. The recommendation may include approval of the permit, no recommendation, recommendation that the permit be denied, or a request for additional time to evaluate the permit.
5. The city council, at its sole discretion, may approve the permit, deny the permit if a finding is made that such permit may result in an adverse effect on the public welfare, or withhold the issuance of the permit until such time as all alternative measures are thoroughly evaluated.

D. Review of Discretionary Permits. All discretionary permits involving a historic resource shall be reviewed in compliance with the California Environmental Quality Act.

CITY OF NATIONAL CITY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, November 5, 2019, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

CODE AMENDMENT AMENDING SECTION 18.12.160 (HISTORIC PROPERTIES) OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE.

The amendment intends to modify existing Municipal Code language related to review of permits involving historic structures.

The Planning Commission conducted a Public Hearing at their meeting of October 21, 2019 and voted 5-1, with one member absent, to recommend denial of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

Michael Dalla, City Clerk

RESOLUTION NO. 2019-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF NATIONAL CITY, CALIFORNIA, RECOMMENDING DENIAL
TO THE CITY COUNCIL OF A CODE AMENDMENT AMENDING
SECTION 18.12.160 (HISTORIC PROPERTIES) OF TITLE 18 (ZONING)
OF THE NATIONAL CITY MUNICIPAL CODE.

APPLICANT: CITY-INITIATED.

CASE FILE NO. 2019-23 A

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.150; and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at a duly advertised public hearings held on October 7, 2019 and October 21, 2019 at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report provided for Case File No. 2019-23 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, the Planning Commission recommends adoption to the City Council of the City of National City amendment to Chapter 18.12.160 (Historic properties) of Title 18 (Zoning) of the National City Municipal Code; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to comply with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearings held on October 7, 2019 and October 21, 2019, support the following findings:

1. That the National City Historical Society has been, and continues to be, an important resource for the City in the subject of historic research and preservation, and should continue to be specifically referenced in the National City Municipal Code Section 18.12.160.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 21, 2019, by the following vote:

AYES: Natividad, Flores, Sendt, Yamane, Dela Paz

NAYS: Garcia

ABSENT: Baca

ABSTAIN: None.

CHAIRPERSON

ORDINANCE NO. 2019 –

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING SECTION 18.12.160 (HISTORIC PROPERTIES) OF TITLE 18 (ZONING)
OF THE NATIONAL CITY MUNICIPAL CODE**

WHEREAS, pursuant to the terms and provisions of the California Government Code, proceedings were duly initiated for the amendment of the National City Municipal Code (NCMC); and

WHEREAS, on October 21, 2019, a noticed public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended denial of amending NCMC Title 18: and

WHEREAS, staff recommended approval of amending NCMC Title 18 to the Planning Commission and continues to recommend approval to the City Council: and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on November 5, 2019, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Chapter 18.12.160 is hereby amended to read as follows:

18.12.160 – Historic properties

A. Intent and Purpose. It is the intent and purpose of this section to protect, preserve and, where damaged, restore National City's historic resources by:

1. Establishing a procedure whereby properties of historical significance are identified and appropriate notice is provided in the event demolition, significant alteration, or conversion is proposed.
2. Protecting the educational, cultural, economic, and general welfare of the public, while employing regulations that are consistent with sound historical preservation principles and the rights of private property owners.

3. Utilizing State Historic Preservation Office standards for identifying and preserving properties of historical significance in the City to ensure appropriate categorization and disposition of historic resources.

B. Designation of Historic Properties.

1. A list of historic properties shall be maintained and periodically updated.
2. Changes to the historic properties list may be initiated by resolution of the City Council or on the verified application of the owner(s) of the property to be designated or their authorized agents.
3. Any application or resolution that proposes changes to the historic properties list shall be accompanied by an evaluation of the historic character of the property and shall be reviewed by the planning division.
4. The Planning Division, after reviewing such application for completeness, shall solicit comments from local, state, or federal historic resources, as necessary, related to the proposed changes to the historic properties list.
5. Once the Planning Division has completed review of the application and considered any comments or recommendations, it shall prepare a report and recommendation to the Planning Commission.
6. The Planning Commission shall hold a public hearing on the proposal and shall provide a recommendation to the City Council.
7. The City Council shall hold a public hearing and may approve, modify and approve, or deny the proposed changes to the historic properties list.

C. Review of Ministerial Permits.

1. The Building Official or designee shall review each request for a non-discretionary building or demolition permit to determine if it involves any structure identified on the list of historic properties. If a property proposed for demolition or significant alteration or conversion is determined to be on the historic properties list, the Building Official or designee shall withhold issuance of the permit for a period of thirty days.
2. The Building Official shall immediately notify the Planning Division and the City Council of the pending permit.

3. The Planning Division shall review the permit and solicit comments from local, state, or federal historic resources, as necessary, to determine consistency with this chapter.
 4. Once the Planning Division has reviewed the permit application and considered any comments or recommendations, it shall provide a recommendation to the City Council. The recommendation may include approval of the permit, no recommendation, recommendation that the permit be denied, or a request for additional time to evaluate the permit.
 5. The City Council, at its sole discretion, may approve the permit, deny the permit if a finding is made that such permit may result in an adverse effect on the public welfare, or withhold the issuance of the permit until such time as all alternative measures are thoroughly evaluated.
- D. Review of Discretionary Permits. All discretionary permits involving a historic resource shall be reviewed in compliance with the California Environmental Quality Act.

Section 3. This Ordinance shall become effective Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary or the Ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 19th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.21.020 \(Allowed Uses Residential Zone\) and 18.30.080 \(Family Day Care Homes\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2019-27 A\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of Ordinance of the City Council of the City of National City amending Sections 18.21.020 (Allowed Uses –Residential Zone) and 18.30.080 (Family Day Care Homes) of Title 18 (Zoning) of the National City Municipal Code. (Applicant City-Initiated) (Case File 2019-27 A)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning Division

PHONE: 619-336-4313

APPROVED BY:



EXPLANATION:

Under existing law (the California Child Day Care Facilities Act) the State Department of Social Services licenses and regulates family day care homes. Existing law authorizes a city, county, or city and county to either classify a large family day care home, which may provide care for up to 14 children, as residential use of the property or to provide a process for applying for a permit to use the property as a large family day care home. The City currently requires a permit for such use in all residential zones. These regulations are consistent with state law as it exists today. SB 234, effective January 1, 2020, will require that a large family day care home be treated as a residential use of property for purposes of all local ordinances. This means that the City will no longer be able require a permit for large family day care homes as of next year.

The Planning Commission held a public hearing on the proposed amendments and recommended approval of the changes as contained in the attached proposed Code changes.

The attached background report describes the project in detail.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO.

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☒

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation and recommends that the amendments to Title 18 be adopted

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Land Use Code amendment.

Ayes: Natividad, Flores, Sendt, Yamane, Garcia, DelaPaz Absent: Baca

ATTACHMENTS:

- | | |
|--------------------------|---|
| 1. Background report | 4. Public Hearing Notice |
| 2. Findings | 5. Planning Commission Resolution 2019-21 |
| 3. Proposed Code changes | 6. Ordinance |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council adopt the amendments to sections 18.21.020 and 18.30.080 of the Land Use Code (LUC). The Planning Commission held a public hearing on the proposed amendments and recommended approval of the changes as contained in the attached proposed Code changes.

Overview

Under existing law (the California Child Day Care Facilities Act) the State Department of Social Services licenses and regulates family day care homes. Under this law, a small family day care home, which may provide care for up to eight children, is considered a residential use of property for purposes of all local ordinances. Existing law authorizes a city, county, or city and county to either classify a large family day care home, which may provide care for up to 14 children, as residential use of the property or to provide a process for applying for a permit to use the property as a large family day care home.

Small family day care homes are currently permitted by right in all residential zones in the City. However, large family day care homes require a minor use permit (formerly a Large Family Day Care permit) in all residential zones. These regulations are consistent with state law as it exists today.

On September 5, 2019, the Governor signed Senate Bill (SB) 234 into law. SB 234, which is now in effect, requires that a large family day care home also be treated as a residential use of property for purposes of all local ordinances, the same as with small family day care homes currently. This means that the City can no longer require a permit for large family day care homes. The City has business licenses for nine residential large family day care facilities, although the County Community Care Licensing Division of the Department of Social Services shows 22 active facilities in National City.

The new state law continues to provide for an application process through the state and for fire safety inspections through the State Fire Marshal. Consistency with the state law was part of the City's existing Ordinance and would continue as such after changes are made.

Proposed Changes (Section 18.21.020)

Chapter 18.21.020 (Allowed Uses – Residential Zones) is a matrix of the allowable uses in each of the residential zones. It currently reads as follows:

ATTACHMENT 1

Family day care home, small	P	P	P	P	P	P	Section 18.30.080
Family day care home, large	M	M	M	M	M	M	Section 18.30.080

P – Permitted

M – Minor Use Permit

As mentioned above, the City may no longer require a permit for large family day care homes. Therefore, the table should be amended to read as follows (changes noted in **bold**):

Family day care home, small	P	P	P	P	P	P	Section 18.30.080
Family day care home, large	P	P	P	P	P	P	Section 18.30.080

P – Permitted

M – Minor Use Permit

Proposed Changes (Section 18.30.080)

Section 18.30.080 (Family day care homes) has general regulations related to both small and large family day care homes. This section is mostly compliant with the exception of subsection (C), which reads as follows:

- C. Site Location. Properties used for large family day care homes, as defined by the California Health and Safety Code, shall not be located closer than three hundred feet from any other large family day care home.

There is no such distance requirement in the new law; therefore, this subsection is inconsistent with state law and should be struck from the Land Use Code. In addition to the change to section (C), there are two typographical errors (noted in ~~strike through~~) in subsections (D) (5) and (D) (6), which should be changed to read as follows (changes noted in **bold**):

5. Noise must be maintained in compliance with the city's noise regulations as set forth in ~~Title 9~~ **Title 12**.
6. The provider shall comply with all applicable regulations of the city's fire department regarding health and safety requirements as they relate to day care ~~homes~~ **homes** and shall contain a fire extinguisher and smoke detector device.

A strikethrough/underline version of the changes are attached to this staff report.

Findings

There are two findings required for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan Conformance

The requested amendments to this section are consistent with the General Plan, as the Education and Public Participation Element encourages the availability of and streamlining of permits for child care through the following goals/policies:

Goal E-6: The availability of affordable, safe child care for all segments of the community.

Policy E-6.2: Streamline application procedures for small and large family day care centers.

CEQA Compliance

These amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The changes would result in fewer barriers for the operation of large family day care homes.

Summary and next steps

The Planning Commission held a public hearing on the item and recommended approval to the City Council of the changes to the City's Municipal Code related to requirements for large family day care homes. Staff is also recommending approval of the changes and recommends that the City Council approve the amendments.

OPTIONS

1. Approve the amendments to Sections 18.21.020 and 18.30.080 of the Land Use Code based on the attached findings or findings to be determined by the Planning Commission; or
2. Continue the item to a specific date for additional information.

RECOMMENDED FINDINGS FOR APPROVAL

1. That the proposed amendments are mandated by newly amended state law, per Senate Bill 234 (SB 234).
2. That the proposed amendments to Sections 18.21.020 and 18.30.080 are consistent with the General Plan, as Education and Public Participation Element Goal E-6 and Policy E 6.2 encourage the availability of and streamlining of permits for child care.
3. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The changes would result in fewer barriers for the operation of large family day care homes.

Deletions shown as ~~Strikethrough~~

Additions shown as Underline

Table 18.21.020 – Allowed Uses Residential Zones.

Family day care home, large	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	Section 18.30.080
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18.30.080 - Family day care homes.

A. Purpose. The purpose of this section is to implement the California Health and Safety Code provisions regarding day care homes, both large family and small family.

B. Applicability. Family day care homes are permitted as set forth in Division 2 subject to the requirements of this section.

~~C. Site Location. Properties used for large family day care homes, as defined by the California Health and Safety Code, shall not be located closer than three hundred feet from any other large family day care home.~~

~~D.~~ C. Operation and Development Standards.

1. The family day care home must be the residence of the day care provider.
2. The day care home must be clearly incidental and secondary to the use of the property for residential purposes.
3. Hours of operation shall be less than twenty-four hours a day.
4. The day care home shall comply with all municipal and state laws and regulations regarding single-family residences and day care homes.
5. Noise must be maintained in compliance with the city's noise regulations as set forth in ~~Title 9~~ Title 12.
6. The provider shall comply with all applicable regulations of the city's fire department regarding health and safety requirements as they relate to

day care ~~hees~~ homes and shall contain a fire extinguisher and smoke detector device.

7. All state licensing standards must be met and the provider shall keep all state licenses and permits current.
8. The day care home shall be maintained to retain the appearance of a home consistent with the general character of the neighborhood.
9. Large family day care homes shall provide at least one off-street parking space per employee of driving age not living in the home. The residential driveway approach is acceptable for this parking requirement provided that it does not conflict with a required drop-off/pick-up area and does not block the public sidewalk or right-of-way.
10. Indoor and outdoor play areas that satisfy the requirements of the state shall be provided. The outdoor play area shall be screened and enclosed by a natural barrier, wall, or fence a minimum of five feet in height. The outdoor play area shall be designed to reduce noise impacts on adjacent properties.

CITY OF NATIONAL CITY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, November 5, 2019, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

CODE AMENDMENT AMENDING SECTIONS 18.21.020 (ALLOWED USES - RESIDENTIAL ZONES) AND 18.30.080 (FAMILY DAY CARE HOMES) OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE.

The amendment intends to modify existing Municipal Code language related to requirements for Large Family Day Care Facilities.

The Planning Commission conducted a Public Hearing at their meeting of October 7, 2019 and voted 6-0, with one member absent, to recommend adoption of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

Michael Dalla, City Clerk

RESOLUTION NO. 2019-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF NATIONAL CITY, CALIFORNIA, RECOMMENDING ADOPTION
TO THE CITY COUNCIL OF A CODE AMENDMENT AMENDING
SECTIONS 18.21.020 (ALLOWED USES - RESIDENTIAL ZONES) AND
18.30.080 (FAMILY DAY CARE HOMES) OF TITLE 18 (ZONING)
OF THE NATIONAL CITY MUNICIPAL CODE.
APPLICANT: CITY-INITIATED.
CASE FILE NO. 2019-27 A

WHEREAS, on September 5, 2019, the Governor of the State of California signed into law Senate Bill No. 234, amending Section 1596.72 of the Health and Safety Code to require that large family day care homes be treated as a residential use of property for purposes of all local ordinances; and,

WHEREAS, Sections 18.21.020 and 18.30.080 of the National City Municipal Code are, as a result of the adoption of Senate Bill No. 234, inconsistent with Section 1596.72 of the Health and Safety Code; and,

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.150; and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at a duly advertised public hearing held on October 21, 2019 at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report provided for Case File No. 2019-27 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, the Planning Commission recommends adoption to the City Council of the City of National City amendment to Sections 18.21.020 (Allowed uses – residential zones) and 18.30.080 (Family day care homes) of Title 18 (Zoning) of the National City Municipal Code; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to comply with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on October 21, 2019, support the following findings:

1. That the proposed amendments are mandated by newly amended state law, per Senate Bill 234 (SB 234).
2. That the proposed amendments to Sections 18.21.020 and 18.30.080 are consistent with the General Plan, as Education and Public Participation Element Goal E-6 and Policy E 6.2 encourage the availability of and streamlining of permits for child care.
3. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The changes would result in fewer barriers for the operation of large family day care homes.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 21, 2019, by the following vote:

AYES: Natividad, Flores, Sendt, Yamane, Garcia, Dela Paz

NAYS: None.

ABSENT: Baca

ABSTAIN: None.



CHAIRPERSON

ORDINANCE NO. 2019 –

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING SECTIONS 18.21.020 (ALLOWED USES –RESIDENTIAL ZONE) AND
18.30.080 (FAMILY DAY CARE HOMES) OF TITLE 18 (ZONING) OF THE NATIONAL
CITY MUNICIPAL CODE**

WHEREAS, pursuant to the terms and provisions of the California Government Code, proceedings were duly initiated for the amendment of the National City Municipal Code (NCMC); and

WHEREAS, on October 21, 2019, a noticed public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended approval of amending NCMC Title 18: and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on November 5, 2019, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Table 18.21.020 is hereby amended to read as follows:

Family day care home, large	P	P	P	P	P	P	Section 18.30.080
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Section 3. Chapter 18.30.080 is hereby amended to read as follows:

18.30.080 - Family day care homes.

- A. Purpose. The purpose of this section is to implement the California Health and Safety Code provisions regarding day care homes, both large family and small family.

B. Applicability. Family day care homes are permitted as set forth in Division 2 subject to the requirements of this section.

C. Operation and Development Standards.

1. The family day care home must be the residence of the day care provider.
2. The day care home must be clearly incidental and secondary to the use of the property for residential purposes.
3. Hours of operation shall be less than twenty-four hours a day.
4. The day care home shall comply with all municipal and state laws and regulations regarding single-family residences and day care homes.
5. Noise must be maintained in compliance with the City's noise regulations as set forth in Title 12.
6. The provider shall comply with all applicable regulations of the City's Fire Department regarding health and safety requirements as they relate to day care homes and shall contain a fire extinguisher and smoke detector device.
7. All state licensing standards must be met and the provider shall keep all state licenses and permits current.
8. The day care home shall be maintained to retain the appearance of a home consistent with the general character of the neighborhood.
9. Large family day care homes shall provide at least one off-street parking space per employee of driving age not living in the home. The residential driveway approach is acceptable for this parking requirement provided that it does not conflict with a required drop-off/pick-up area and does not block the public sidewalk or right-of-way.
10. Indoor and outdoor play areas that satisfy the requirements of the state shall be provided. The outdoor play area shall be screened and enclosed by a natural barrier, wall, or fence a minimum of five feet in height. The outdoor play area shall be designed to reduce noise impacts on adjacent properties.

Section 4. This Ordinance shall become effective Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary of the Ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Section 18.29.070 \(Floodway \(-FW\), floodway fringe \(-FF-1\), and floodway fringe-shallow flooding \(-FF-2\) zones\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2019-24 A\) \(Planning\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Section 18.29.070 (Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones) of Title 18 (Zoning) of the National City Municipal Code. (Applicant City-Initiated) (Case File 2019-24 A)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning Division

PHONE: 619-336-4313

APPROVED BY:



EXPLANATION:

Section 18.29.070 of the Land Use Code makes specific reference to areas subject to flooding in the City. These areas are classified as Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones. These zones tie directly to flood-prone areas identified on Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency (FEMA) and on file with the City's Engineering Department. In a letter dated June 20, 2019, FEMA directed the City to make modifications to its Municipal Codes related to floodplain development to make them in conformance with FEMA regulations.

The Planning Commission held a public hearing on the proposed amendments and recommended approval of the changes as contained in the attached proposed Code changes.

The attached background report describes the project in detail.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation and recommends that the amendments to Title 18 be adopted

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Land Use Code amendment.
Ayes: Natividad, Baca, Flores, Sendt, Yamane, Garcia, DelaPaz

ATTACHMENTS:

- | | |
|--------------------------|---|
| 1. Background report | 4. Public Hearing Notice |
| 2. Findings | 5. Planning Commission Resolution 2019-20 |
| 3. Proposed Code changes | 6. Ordinance |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council adopt the amendments to section 18.29.070. The Planning Commission held a public hearing on the proposed amendments and recommended approval of the changes as contained in the attached proposed Code changes.

Overview

Chapter 18.29 (Overlay Zones) establishes overlay zones to provide supplemental regulations that have been tailored to specific geographic areas of the city. Overlay zones are applied in conjunction with a base zone and modify or add to the regulations of the base zone to address specific issues such as development within the coastal zone, special height restrictions, or supplemental processing requirements.

Section 18.29.070 of the Land Use Code makes specific reference to areas subject to flooding in the City. These areas are classified as Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones. These zones tie directly to flood-prone areas identified on Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency (FEMA) and on file with the City's Engineering Department.

Proposed Changes

In a letter dated June 20, 2019, FEMA directed the City to make modifications to its Municipal Codes related to floodplain development to make them in conformance with FEMA regulations. Section 18.29.070 (F) currently states as follows:

- F. Lands to which Chapter applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of National City.

In order to be compliant with FEMA regulations, the following section should be added:

1. No structure or land shall hereafter be constructed, located, extended, converted or altered without first submitting an application for a flood hazard area development permit to the flood plain administrator*.

* The Floodplain Administrator is already defined in Section 18.29.070 and is "the individual appointed to administer and enforce the floodplain management regulations. This individual shall be the city engineer of the city."

ATTACHMENT 1

In addition to the amendment to subsection (F), the City Attorney is suggesting the following change to Section 18.29.070 (G) as follows (suggested addition noted in **bold**):

G. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard as shown on the special flood hazard map as floodway (FW), floodway fringe (FF-1), and floodway fringe-shallow flooding (FF-2) zones and conforming with the areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS) for National City dated August 4, 1988, and accompanying flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), dated August 4, 1988, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter **without any further action**. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the planning commission by the floodplain administrator. The study, FIRMs and FBFMs are on file at the office of the floodplain administrator at 1243 National City Boulevard, National City, California, 91950.

A strikethrough/underline version of the changes are attached to this staff report.

Findings

There are two findings required for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan Conformance

The requested amendments to this section are consistent with the General Plan, as both the Land Use and Safety Elements require the minimization of flood hazards through the following goals/policies:

Land Use

Policy LU-3.4: Regulate development in areas with a high threat to life and property, such as floodplains, to minimize adverse impacts. Areas covered by the General Plan that are subject to flooding are identified in Figures LU-4a and LU4b and will be reviewed annually.

Safety

Goal S-2: Minimized hazards relating to flooding and inundation.

Policy S-2.4: Adopt regulations that limit the risk of loss to reasonable levels within mapped floodplain hazard areas or areas subject to potential inundation by levee failure, dam failure, or as the result of a tsunami.

CEQA Compliance

These amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The regulations prohibit construction within any flood-prone areas (FW, FF-1, and FF-2).

Summary and next steps

The Planning Commission held a public hearing on the item and recommended approval to the City Council of the changes to the City's Municipal Code related to construction of buildings in flood hazard areas. Staff is also recommending approval of the changes and recommends that the City Council approve the amendments.

OPTIONS

1. Approve the amendment to Chapter 18.29.070 of the Land Use Code based on the attached findings or findings to be determined by the Planning Commission; or
2. Deny the amendment to Chapter 18.29.070 of the Land Use Code based on findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date.

RECOMMENDED FINDINGS FOR APPROVAL

1. That the proposed amendments to section 18.29.070 are consistent with the General Plan, as Land Use and Safety Policies LU-3.4, S-2.4, and Safety Goal S-2 require the minimization of flood hazards through the following goals/policies.
2. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The regulations prohibit construction within any flood-prone areas (FW, FF-1, and FF-2).

ATTACHMENT 2

18.29.070 - FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1), AND FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES.

F. Lands to which Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of National City.

1. No structure or land shall hereafter be constructed, located, extended, converted or altered without first submitting an application for a flood hazard area development permit to the flood plain administrator.

G. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard as shown on the special flood hazard map as floodway (FW), floodway fringe (FF-1), and floodway fringe-shallow flooding (FF-2) zones and conforming with the areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS) for National City dated August 4, 1988, and accompanying flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), dated August 4, 1988, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter without any further action. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the planning commission by the floodplain administrator. The study, FIRMs and FBFMs are on file at the office of the floodplain administrator at 1243 National City Boulevard, National City, California, 91950.

CITY OF NATIONAL CITY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, November 5, 2019, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

CODE AMENDMENT AMENDING SECTION 18.29.070 (FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1), AND FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES.) OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE.

The amendment intends to modify existing Municipal Code language related to construction of buildings in flood hazard areas.

The Planning Commission conducted a Public Hearing at their meeting of October 7, 2019 and voted 7-0 to recommend adoption of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

Michael Dalla, City Clerk

RESOLUTION NO. 2019-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF NATIONAL CITY, CALIFORNIA, RECOMMENDING ADOPTION
TO THE CITY COUNCIL OF A CODE AMENDMENT AMENDING
SECTION 18.29.070 (FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1), AND
FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES.)
OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE.

APPLICANT: CITY-INITIATED.

CASE FILE NO. 2019-24 A

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.150; and,

WHEREAS, In a letter dated June 20, 2019, FEMA directed the City to make modifications to its Municipal Codes related to floodplain development to make them in conformance with FEMA regulations; and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at a duly advertised public hearing held on October 7, 2019 at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report provided for Case File No. 2019-24 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, the Planning Commission recommends adoption to the City Council of the City of National City amendment to Chapter 18.29.070 (Floodway (-FW), Floodway Fringe (-FF-1), and Floodway Fringe-Shallow Flooding (-FF-2) zones) of Title 18 (Zoning) of the National City Municipal Code; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to comply with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on October 7, 2019, support the following findings:

1. That the proposed amendments to section 18.29.070 are consistent with the General Plan, as Land Use and Safety Policies LU-3.4, S-2.4, and Safety Goal S-2 require the minimization of flood hazards through the following goals/policies.
2. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The regulations prohibit construction within any flood-prone areas (FW, FF-1, and FF-2).

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 7, 2019, by the following vote:

AYES: Natividad, Baca, Flores, Sendt, Yamane, Garcia, Dela Paz

NAYS: None.

ABSENT: None.

ABSTAIN: None.



CHAIRPERSON

ORDINANCE NO. 2019 –

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING SECTION 18.29.070 (FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1),
AND FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES) OF TITLE 18
(ZONING) OF THE NATIONAL CITY MUNICIPAL CODE**

WHEREAS, pursuant to the terms and provisions of the California Government Code, proceedings were duly initiated for the amendment of the National City Municipal Code (NCMC); and

WHEREAS, on October 7, 2019, a noticed public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended approval of amending NCMC Title 18: and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on November 5, 2019, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Chapter 18.29.070 (F) and (G) are hereby amended to read as follows:

18.29.070 (Floodway (-FW), Floodway fringe (-FF-1), and Floodway fringe-shallow flooding (-FF-2) zones)

F. Lands to which Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of National City.

1. No structure or land shall hereafter be constructed, located, extended, converted or altered without first submitting an application for a flood hazard area development permit to the flood plain administrator.

G. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard as shown on the special flood hazard map as floodway (FW), floodway fringe

(FF-1), and floodway fringe-shallow flooding (FF-2) zones and conforming with the areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS) for National City dated August 4, 1988, and accompanying flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), dated August 4, 1988, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter without any further action. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the planning commission by the floodplain administrator. The study, FIRMs and FBFMs are on file at the office of the floodplain administrator at 1243 National City Boulevard, National City, California, 91950.

Section 3. This Ordinance shall become effective Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary or the Ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 5th day of November 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with DHS Consulting, LLC. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with DHS Consulting, LLC. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Jose Lopez, P.E., Associate Civil Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2020; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with DHS Consulting, LLC. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ and interview, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with DHS Consulting, LLC, for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DHS CONSULTING, LLC.**

THIS AGREEMENT is entered into on this 5th day of November, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and DHS CONSULTING, LLC, a limited liability company (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP).

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an engineering and construction management firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP), and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 5, 2019. The duration of this Agreement is for the period of November 5, 2019 through November 4, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, City Engineer/Director of Public Works, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Lucas Rathe, Project Manager, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the

work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. ~~The CONSULTANT will take positive action to insure that applicants are~~ employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

16.1 PERS Eligibility Indemnification. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

16.3 Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Lucas Rathe
Project Manager
2525 Camino Del Rio South, Ste. 305
San Diego, CA 92108

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice,

demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

DHS CONSULTING, LLC

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: _____
Alejandra Sotelo Solis, Mayor

By: _____
Melanie Estes, Executive Vice President

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney



Roberto Yano, P.E.
Deputy City Engineer
City of National City
Engineering and Public Works Department
1243 National City Boulevard
National City, CA 91950

June 10, 2019

RE: Statement of Qualifications (SOQ) for On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Dear Mr. Yano,

DHS Consulting, LLC, a wholly owned subsidiary of Anser Advisory, LLC is pleased to submit the enclosed qualifications to provide On-Call Project Support Services for National City's Capital Improvement Program (CIP). Our proposed team is equipped and ready to work on any City of National City project and includes individuals who not only have the best technical qualifications, but also a complete understanding of the big picture. Our team is dedicated to project success, meaning a well-built project, on time, and within budget, that overcomes challenges and meets all expectations of the City of National City.

DHS Consulting, LLC (DHS), is a process and results-driven firm focused on delivering innovative and comprehensive solutions to solve our client's complex challenges and needs. Founded in 2012, DHS currently employs approximately 140+ team members in Southern California across three divisions (Transportation, Energy and Buildings) supporting private and public agencies and municipalities. Just as the city of National City, we are proud of our DHS connected community. We understand that a company is only as strong as the people that work for it. No matter the company's age or size, at the end of the day, it is the company's employees that provide the experience, expertise, and hard work necessary to get the job done. DHS offices are located in Santa Ana (HQ), San Diego, Los Angeles and the Central Valley.

For over 6 ½ years, DHS has specialized in providing professional project management, construction management and engineering support services for public agencies in Southern California, specifically in an on-call environment for clients such as City of Menifee, City of Chula Vista, City of Anaheim, SANDAG, LA Metro, and Caltrans. Our Caltrans related experience provides us a strong working knowledge and proficiency in local agency, Caltrans, and federally funded contract language and administering projects designed and constructed to Caltrans, FHWA, and Greenbook standards and specifications. Our personnel have working knowledge of the Local Assistance Procedures Manual (LAPM), Caltrans Construction Manual, Traffic Manual, MUTCD Manual, Bridge Records and Procedures Manual, Standard Specifications, Standard Plans, and all local safety regulations.

Our team is led by our Project Manager, Lucas Rathe, P.E., CCM, QSD, who has a history of managing projects in San Diego County on similar services over the past 11 years. Lucas is a resident of nearby Chula Vista and his commitment to the community will bring immediate "value-added" service to the City. Lucas' career has focused on Construction Management on various types of roadway, power, and



water projects and with a variety of clients such as City, County, Caltrans and private development projects. Mr. Rathe currently serves as Project Manager for on call clients such as SANDAG, SD MTS, Chula Vista and Riverside County Transportation Department.

The leadership of National City is committed to serving its people to improve the quality of life of the community. Similarly, it is DHS' philosophy that "Companies Don't Build Projects – People Do". As a company, we focus on building the careers of our people to lead successful and meaningful lives both in and out of work. Our employees take pride in managing projects for our clients that are not only successful from a budget/schedule standpoint but provide a positive impact to the community. Serving the community is the reason we are interested in submitting a SOQ to National City.

DHS is proud to provide this Statement of Qualifications for review and consideration by National City. We are excited to work with the City providing projects that improve the safety, convenience and quality of life for the people of National City.

Please send future all correspondence pertaining to this proposal to the attention of our Project Manager, Lucas Rathe, P.E., 2525 Camino Del Rio South, Suite 305, San Diego, CA 92108, O: (619) 501-9484, C: (619) 755-9596, lucas.rathe@dhsconsulting.com

Sincerely,

Melanie Estes, P.E.

Executive Vice President – DHS Consulting, LLC

2525 Camino Del Rio South, Suite 305

San Diego, CA 92108

(619) 565-5362

Melanie.estes@dhsconsulting.com

DHS Consulting, LLC (DHS), a wholly owned subsidiary corporation of Anser Advisory, LLC, is a full-service PM/CM firm with employees who specialize in construction administration of CIP projects of all sizes and complexities. DHS has the proven experience as a Prime Consultant on many agencies on-calls and understands that people are the success of the relationship between the consultant and the agency. DHS is proud of our employees and our teaming partners specifically for this on-call with National City. Our approach to this SOQ was to bring a team of sub consultants who we have teamed with on past projects to ensure when the City needs support, the most qualified professionals are provided.

In November 2018, DHS Consulting graduated from the Disadvantaged Business Enterprise program. As a past DBE, we appreciated the opportunities given by our larger Primes. Now that the roles are reversed, we look forward to providing the same opportunities to our DBE and SBE partners on this on-call. Below is a list of our teaming partners, their roles, and their business classifications.

Subconsultant Firm Name Project Function	Contact Information	DHS Working Experience with Subconsultant
Hoch Consulting <i>Grant Management</i>	Christy Villa • 5675 Ruffin Road, Suite 305, San Diego, CA 92123 • 858.922.4652 cvilla@hochconsulting.com	Team Partner of City of Menifee On Call
ECORP Consulting, Inc. <i>Biology</i>	Margaret Bornyasz • 3914 Murphy Canyon Road, Suite A206, San Diego, CA 92123 • 858.279.4040 mbornyasz@ecorpconsulting.com	Sub to DHS on Newport & Scott Interchange Project
Coast Surveying, Inc., DBE <i>Land Surveying</i>	Nick Coates • 15031 Parkway Loop, Suite B, Tustin, CA 92780 • 714.918.6266 nick.coates@coastsurvey.com	Sub to DHS on LA Metro Project
Twining Consulting <i>Geotechnical</i>	Keoni Feist • 15950 Bernardo Center Drive, Ste G, San Diego, CA 92127 • 858.385.1711 kfeist@twiningconsulting.com	QC inspection at Newport Road Interchange Project with DHS
Connect & Company, DBE <i>Public Relations</i>	Andrea Suarez • 690 Carlsbad Village Dr., Ste 204, Carlsbad, CA 92008 • 760.889.6949 andrea@connectcopr.com	Sub to DHS on Scott Road Interchange Project
STC Traffic <i>Electrical Inspection/ Traffic Engr.</i>	Morna Stack • 5865 Avenida Encinitas, Ste. 142-B, Carlsbad, CA 92008 • 760.585.4508 morna.stack@stctrffic.com	Sub to DHS on Scott Road Interchange Project

DHS Consulting provides professional construction management and engineering support services for public agencies in Southern California, notably in San Diego County. Our Caltrans related experience has provided us a strong working knowledge and proficiency in local agency, Caltrans, and federally funded contract language and administering projects designed and constructed to Caltrans, FHWA, and Greenbook standards and specifications. Our local presence provides National City a team dedicated to working in and improving the communities in which we live.

Lucas Rathe, P.E. QSD, CCM, Project Manager, will lead the DHS Consulting Team. Lucas has over 13 years of construction and construction management experience. His previous experience as a contractor taught him how to assemble a solid project schedule and manage crews to deliver a project on time, within budget and to the safety and quality the client expects. Now as a Construction Manager, Lucas uses his knowledge of construction in all aspects of construction management: constructability reviews, resolution of field design conflicts, schedule recovery, and most importantly worker and public safety. Lucas currently manages on-call contract teams for SANDAG, City of Chula Vista, City of Menifee, and

Riverside County Transportation Department. Lucas will provide quality service to the City throughout the duration of the on-call. Lucas will meet with the City regularly to understand the staffing requirements of upcoming projects. When positions are requested by the City, DHS will be prepared to submit multiple, qualified resumes to the City to interview and select the best person for the project.

Familiarity with the Local Environment – The DHS Team has roots working within the City and is familiar with the operations of the City. In addition, our strong local presence with surrounding clients (such as SANDAG, MTS, City of San Diego and City of Chula Vista) make us an ideal team who share the same visions of the both the local and regional plans. A majority of our team members make up the South Bay region, and we know the amenities that National City has to offer. We will bring our local knowledge to any project we manage to ensure the Community's interests are first.

Experience and Technical Competence - As you will learn in the following pages, the DHS Team is equipped to manage any of the scopes discussed in our "Experience and Technical Competence" Section. With a total team make up of over 100 people, our team is ready to provide multiple resumes to the City. We have performed work within the City and are ready to bring solutions to challenging future City projects. DHS is familiar with managing State and Federally funded projects administered under Caltrans Local Assistance. We take pride in our success at delivering projects to our clients without jeopardizing funding.

Grant Management – We understand that the City and the Capital Improvement Program both rely on Grant funding to get projects off the ground and into construction. DHS is teaming with Hoch Consulting who understand the grant application process and who help other local cities receive the funding they need. Once funding is secured, the DHS project management team will ensure the grant requirements are met and strict records are kept so that reimbursement post project is received by the City.

Financial Management – DHS uses Deltek software to track its own employees' time as well as sub consultant invoices. We provide monthly invoices that track the budget of each task order as well as the status of the project. Transparency is especially important in these monthly updates, so the City knows how each dollar is spent managing the task. In addition to the Task Order budget, DHS Consulting has strict accounting controls in accordance with the Code of Federal Regulations to meet Caltrans Local Assistance management and reporting requirements.



ANSERAD-01

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 E-MAIL: admin@amesgough.com FAX (A/C, No): (703) 827-2279														
INSURED DHS Consulting, LLC 1820 E. First Street Suite 410 Santa Ana, CA 92705	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: RLI Insurance Company A+, XI</td><td>13056</td></tr><tr><td>INSURER B: Continental Insurance Company A(XV)</td><td>35289</td></tr><tr><td>INSURER C: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Company A+, XI	13056	INSURER B: Continental Insurance Company A(XV)	35289	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PSB0006205	10/26/2019	10/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		PSA0002185	10/26/2019	10/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6072773437	10/26/2019	10/26/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0003535	10/26/2019	10/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			MKLV7PL0003885	10/26/2019	10/26/2020	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Professional Liability policy deductible is \$250,000.

The City of National City, its elected officials, officers, agents, employees and volunteers are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. Workers Compensation policy includes a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion **B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
 - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph **H. "Insured contact"** is modified as follows:

- 1. Paragraph **H.3.** is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS,

A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or

- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-26-2019

Insured

Anser Advisory, LLC

Policy No. PSW0003535

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By _____

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO EXECUTE A THREE-YEAR AGREEMENT WITH DHS CONSULTING, LLC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years which will include Projects, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering and Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the Engineering and Public Works Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline; and

WHEREAS, based on the strength of their SOQ and interview, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with DHS Consulting, LLC, for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

NOW, THEREFORE, the City Council of the City of National City authorizes the Mayor on behalf of the City to Execute a three-year agreement with DHS Consulting, LLC. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

BE IT FURTHER RESOLVED, that the City Council of the City of National City authorizes the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Innovative Construction Consulting Services \(ICCS\) for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Innovative Construction Consulting Services (ICCS) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Jose Lopez, P.E., Associate Civil Engineer

DEPARTMENT: Engineering/Public Works |

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2020; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Innovative Construction Consulting Services (ICCS) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Innovative Construction Consulting Services (ICCS) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities. ICCS is certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE).

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
INNOVATIVE CONSTRUCTION
CONSULTING SERVICES, LLC**

THIS AGREEMENT is entered into on this 5th day of November, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC, a limited liability company (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP).

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an engineering and construction management firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP), and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 5, 2019. The duration of this Agreement is for the period of November 5, 2019 through November 4, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, City Engineer/Director of Public Works, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Sean E. Gill, Owner/CEO, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the

work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

16.1 PERS Eligibility Indemnification. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

16.3 Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Sean Gill
Owner/CEO
P.O. Box 6211
Norco, CA 92860

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice,

demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. ADMINISTRATIVE PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

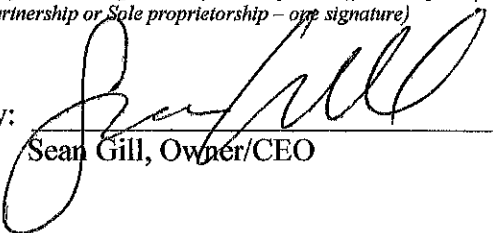
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo Solis, Mayor

**INNOVATIVE CONSTRUCTION
CONSULTING SERVICES, LLC**

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: 
Sean Gill, Owner/CEO

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

Cover Letter

June 6, 2019

Roberto Yano, P.E.
Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950

Subject: 2019 On-Call Project Support Service for National City's Capital Improvement Program (CIP)

Dear Mr. Yano,

Innovative Construction Consulting Services, LLC (ICCS) specializes in supporting Government agencies on Public Works construction projects. These projects are typically under the scrutiny of the public eye, have a potential for political implications and require an attention to budgetary and scheduling details. When projects are delayed, the impacts can cost public agencies and tax payers thousands of dollars. ICCS takes pride in providing municipal agencies with construction managers and inspectors who thoroughly understand the entire capital improvement process from design, budget, and preparation of bid specifications to construction, scheduling, final inspections and closeout. ICCS prides itself in providing a high level of service on Public Works projects. ICCS holds a DBE and SBE State Certification and most recently received a MBE certification from the CPUC.

Founded in 2009 and incorporated in 2016, ICCS provides leadership, enthusiasm, knowledge and support to your agency, including my past 35 years of experience in the industry. At ICCS we constantly monitor and explore industry technology and needs, seek ways to expand our level of customer service and support, and continue to seek creative individuals to strengthen our existing team.

One, if not the most, valuable service offered by ICCS is the ability to provide a dual perspective when overseeing a construction project. The experience from both the contractor and agency viewpoints, allows us to foresee and resolve dispute situations before they occur. In addition to our experience, our team has worked for and with municipal departments, private construction management and private contractors throughout Southern California, including San Diego. ICCS continues to invest in new tools such as laser levels, underground video cameras, and electronic

locators necessary to provide cost saving measures to National City. Most recently the addition of a drone that allows us to do an aerial survey of hard to reach locations, photo document work progress and evaluate items such as utility wire heights or overhead restrictions. In addition, ICCS has staff with Confined Space training to facilitate inspection and support to National City staff when called to do so.

I have had the privilege to work personally with the City of National City over the past seven years, providing construction management and inspection on numerous projects, either currently or most recently, Harbison Ave, Road Diet, Las Palmas Storm Drain, Mid-Block Crossing Enhancements, Plaza & 14th, E. 16th & Grove, Earle Drive Storm Drain Repairs, The Alley Improvements, 18th Street Bicycle and Pedestrian Improvements, and N. Kenton to name. Also, the **Kimball Skate Park which was awarded the APWA Honors award and the Paradise Creek Restoration project awarded APWA Project of the year both for 2017.**

Our knowledge of the inner workings, expectations and needs of the city has continued to allow us to offer support to new staff through organizational transitions within the City. With the understanding of the project types, city structure, staff, and relationships previously formed, ICCS continues to have the ability to assist National City on current and future projects with little or no downtime for transition, as well as provide a quicker response to challenges that may arise. This integration supports National City's staff with their everyday duties by providing confidence in knowing that projects are being managed with the highest level of care and commitment. I am also well aware of National City's policies and procedures, including the high standards set for quality control, quality assurance and accountability. The experience gained working with National City continues to help identify needs and opportunities, allowing ICCS to come together with National City and work successfully on projects.

National City would continue to receive my direct attention and oversight for all of your needs. I enjoy working with the staff at National City and I know our skills and experience complement the projects and tasks planned in the City's current CIP program. I look forward to continued success and representing National City with the most efficient and effective services available.

If you have any questions, please feel free to contact me at 951-532-6483 or send me an email at sgill@iccsinc.net.

Sincerely,

Sean Gill

Executive Summary

ICCS...

Dedicated to exceeding the needs of our customers

The ICCS team offers years of experience and service to many Public Agencies throughout Southern California. Every Agency has its own unique needs and expectations. ICCS identifies the needs and expectations specific to our customer ahead of time and understands why those needs exist. Doing so will help our team exceed the needs of our customer and allow us to successfully complete projects.

Our team is dedicated to providing the highest level of customer service to National City for various services, primarily Construction Management and Inspection services, however, our services are expanding to fulfill the needs of our clients. Additional services include including Certified Payroll). ICCS is in the process of expanding its staff and is looking to collaborate with a small Engineering firm to provide additional services. These services have many elements critical to our success with National City. A key element is to proactively determine a detailed understanding of the City's goals and objectives in order to formulate detailed Construction Management strategies and implement those strategies immediately. Lessons learned on past projects have helped us identify the following key issues and formulate a plan for success:

- Minimize Community Impacts (public convenience, traffic, safety, and accessibility)
- Maximize Quality, Optimize Cost and Time Saving Measures
- Streamline Coordination & Effective Decision-Making (reduces change orders/claims)
- Highly Responsive, Organized, Innovative, & Technically Competent Decisions
- Ensuring Close Communication at all times
- Maximize Cost Effective Engineering Strategies to optimize the City budget
- Always Looking Ahead to anticipate change
- Manage project schedule and change order impacts

As part of our SOQ, knowing the clients wants and having the experience to provide those want is a key component. However, utilizing the experience of each team member properly is critical. Understanding the strengths of each individual and how those strengths complement each other can be the difference in a successful project v. just getting the job done. ICCS will provide National City a unique service with forward planning, knowledgeable constructability reviews, dedicated team members and an immediate response to any issues or needs as they occur; second to none. In this SOQ, we will outline how we intend to accomplish those tasks, the benefits of our methods and providing examples of success when those tasks are performed correctly. ICCS is dedicated to exceeding the needs of National City and successfully working together to complete projects.

**Innovative Construction Consulting Services, LLC**

P.O. Box 6211

Norco CA 92860

Phone (951) 532-6483

sgill@iccsinc.net**EXHIBIT B****NATIONAL CITY
SCHEDULE OF RATES & FEES****Effective September 1, 2019 to December 31, 2022
(Unless otherwise noted below)****Professional Services
Per Hour**

Construction Manager	\$180	PW Inspector (Prevailing Wage)	\$141
Asst. Project Manager	\$125	PW Inspector (PW) – 1 1/2X	\$185
Sr. Scheduler	\$140	PW Inspector (PW) – 2X	\$230
Administration Analyst	\$102	Inspector (Std. Rate)	\$129
Certified Payroll Review	\$98	Inspector (Std. Rate) - 1 1/2X	\$168
Word Processor	\$85	Specialty Inspector	\$155
		Specialty Inspector - Overtime	\$200

Litigation Support Services

Deposition	\$250/Hr., 4 Hour Min.
Court Appearance	\$275/Hr., \$1,000 Min.

Rates listed above include all necessary resources labor, equipment, materials, incidental reports and related calculations, and transportation required to provide project services proposed.

All rates are based on a 4-hour minimum for each work day.

Inspector rates are effective September 1, 2019 and good through June 2020. The DIR has published rate increases for Inspectors for July 2020 and July 2021. See rate increases below.

Inspector Rate Effective June 2020: Std. - \$145, 11/2x - \$190, 2x - \$235

Inspector Rate Effective June 2021: Std. - \$149, 11/2x - \$195, 2x - \$240

If any additional services are required, please request the classification and a rate can be calculated for those services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ALLIANCE BUSINESS & COMMERCIAL
163 YORBA STREET
TUSTIN, CA 92780
LICENSE # 0178912

CONTACT NAME:
PHONE (A/C, No, Ext): 714-832-8182 FAX (A/C, No): 714-832-1753
E-MAIL ADDRESS: ABCINS@PACBELL.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MESA UNDERWRITERS SPEC INS	
INSURER B: INTEGON NATIONAL INS.CO	29742
INSURER C: MERCER INS COMPANY	
INSURER D: LLOYDS,LONDON	85202
INSURER E: STATE COMPENSATION INS.FUND	35076
INSURER F:	

INSURED
INNOVATIVE CONST CONSUL LLC
CONSULTING SERVICES-SEAN GILL
P.O. BOX 6211
NORCO, CA 92860

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	MP0004006013972	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	12002215	4/15/2019	4/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X X	27306679	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	0155208-2019	4/15/2019	4/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIA ERRORS & OMISSIONS		ANE1942804-19	4/15/2019	4/15/2020	1,000,000 EACH OCCURENCE 1,000,000 AGGREGATE LIMIT 5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED\$ ONLY AS TO RESPECTS TO THE INSURED\$ OPERATION

THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEE'S

PROJECT: " ON CALL PROJECTS AS NEEDED WITH CITY."

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT, 30 DAYS OTHER THAN NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF NATIONAL CITY
C/O EXIGIS RISK MANAGEMENT
P.O. BOX 4668
NEW YORK, NY 10163-1533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STEVEN DEMONT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured.	As required by written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the Insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and


- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

1

POLICY NUMBER 12002216	POLICY CHANGES EFFECTIVE 4/15/2019	COMPANY Integon National Insurance Company
NAMED INSURED SEAN GILL DBA: INNOVATIVE CONSTRUCTION CONSULTING SERVICES		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED		
CHANGES The City of National City, its elected officials, officers, agents and employees while acting within the scope of their duties is added as additional insured. Designated Insured CA 20 48 10 13 and Waiver of Subrogation CA 04 44 10 13 are added to the schedule of forms and endorsements.		
Premium: \$0 Additional Fees: \$10.00		


Authorized Representative Signature

POLICY NUMBER: 12002215

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SEAN GILL

DBA: INNOVATIVE CONSTRUCTION CONSULTING SERVICES

Endorsement Effective: 4/15/2019

SCHEDULE

Name of Person(s) or Organization(s):

The City of National City, its elected officials, officers, agents and employees while acting within the scope of their duties

1243 National City Blvd

National City, CA 91950

All projects for this Additional Insured during this policy term

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of

Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: 12002215

COMMERCIAL AUTO
CA 0444 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SEAN GILL
DBA: INNOVATIVE CONSTRUCTION CONSULTING SERVICES
Endorsement Effective Date: 4/15/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s)
The City of National City, its elected officials, officers, agents and employees while acting within the scope of their duties

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

9155208-19
RENEWAL
SP

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 15, 2019 AT 12.01 A.M.
AND EXPIRING APRIL 15, 2020 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

INNOVATIVE CONSTRUCTION CONSULTANT
PO BOX 6211
NORCO, CA 92860

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MARCH 27, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH INNOVATIVE CONSTRUCTION CONSULTING SERVICES (ICCS) FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years which will include Projects, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering and Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the Engineering and Public Works Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline; and

WHEREAS, based on the strength of their SOQ and interview, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Innovative Construction Consulting Services (ICCS), for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

NOW, THEREFORE, the City Council of the City of National City authorizes the Mayor to Execute a three-year Agreement with Innovative Construction Consulting Services (ICCS) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

BE IT FURTHER RESOLVED, that the City Council of the City of National City authorizes the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Project Professionals Corporation \(PPC\) for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Project Professionals Corporation (PPC) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Jose Lopez, P.E., Associate Civil Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED:  MIS

Funds are appropriated in various CIP accounts for FY 2020; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Project Professionals Corporation (PPC) for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Project Professionals Corporation for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
PROJECT PROFESSIONALS CORPORATION**

THIS AGREEMENT is entered into on this 5th day of November, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and PROJECT PROFESSIONALS CORPORATION, a California Corporation (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP).

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an engineering and construction management firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP), and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 5, 2019. The duration of this Agreement is for the period of November 5, 2019 through November 4, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, City Engineer/Director of Public Works, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Byron Wade, President/CEO, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the

work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

16.1 PERS Eligibility Indemnification. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

16.3 Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Byron Wade
President/CEO
4499 Ruffin Road
Suite 250
San Diego, CA 92123

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of

changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

**PROJECT PROFESSIONALS
CORPORATION**

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: 
Byron Wade, President/CEO

By: 
Leanne Wade, CFO

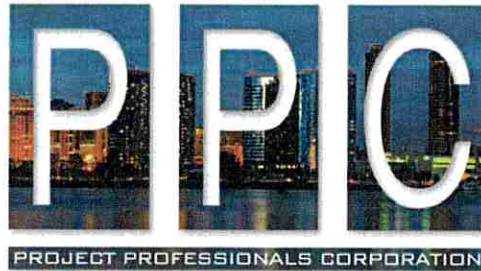


EXHIBIT A

June 10, 2019

Roberto Yano, P.E.
Deputy City Engineer
City of National City
Department of Engineering & Public Works
1243 National City Blvd.
National City, CA 91950

RE: Request for Qualifications (RFQ) for On-Call Project Support Services for National City's Capital Improvements Program

Dear Mr. Yano,

Please accept this Statement of Qualifications (SOQ) in response to your Request for Qualifications (RFQ) for on-call support services for National City's capital improvement program.

PPC submits this SOQ for the following disciplines:

Disciplines

1. Civil Engineering, PPC, Chen Ryan (DBE)
2. Traffic Engineering, Chen Ryan (DBE)
3. Traffic Data Collection, Chen Ryan (DBE)
4. Transportation Planning, Chen Ryan (DBE)
5. Land Surveying, Alta Land Surveying (DBE)
6. Geotechnical, MTGL (DBE)
7. Construction Management & Inspections (including Certified Payroll), PPC
8. Graphic Design/Web Design, PPC
9. Community Outreach, PPC
10. Engineering & Project Management, PPC, Chen Ryan (DBE)
11. Grants Management, PPC, Chen Ryan (DBE)
12. Municipal Code support services, PPC

At PPC, we take pride in our continued service to all of our clients and especially our most valued client, the City of National City. PPC's ability to keep all of our clients for as long as we have demonstrated our continued dedication to superior service and attention to detail. We continually

evolve with the industry and current law to provide our clients leading edge service and deliverables.

Headquartered in San Diego, Project Professionals Corporation is a local engineering and project/construction management firm with staff members that built an over 30-year track record of delivering successful capital improvements projects. Our highly experienced project and construction managers, engineers, inspectors and administrators will work collaboratively with your team and the appropriate stakeholders to ensure the successful completion of your projects. Although PPC is growing into a firm with even greater capabilities, National City staff will always have direct access to our firm's leadership, while also providing a responsive and agile team that can manage large projects and react quickly to changing project dynamics.

PPC's unique experience and project management approach combine a strong legal background based in contract law, decades of experience and thoughtful value engineering to successfully manage capital improvement projects.

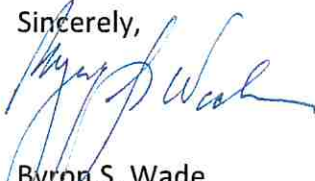
I am also a California licensed and practicing attorney specializing in construction contract drafting, dispute resolution and litigation. For over 25 years, I brought these skills and knowledge to bear for the benefit of our clients and continue to do so.

We are thankful to National City for the trust it has placed with us over the years to represent the City and to deliver its projects. I personally feel a great sense of loyalty to National City and strongly wish to continue this successful and gratifying relationship over the term of your next on-call contract.

We take no exception to this Request for Qualifications. PPC does not have a DBE certification.

Thank you for your consideration and this opportunity to bring PPC's level of service to National City. We look forward to discussing our proposal with you.

Sincerely,



Byron S. Wade
President/CEO

EXECUTIVE SUMMARY

Headquartered in San Diego, Project Professionals Corporation is a local engineering and project/construction management firm with staff that has built an over 30-year track record of delivering successful capital improvement projects. PPC's highly experienced project and construction managers, engineers, inspectors and administrators will work collaboratively with National City's team, and the appropriate community stakeholders, to ensure the successful completion of city projects.

The modest size of PPC offers National City staff direct access to the firm's leadership, while also providing a responsive and agile team that can manage large projects and react quickly to changing project dynamics.

PPC's unique experience and project management approach combine a strong legal background based in contract law, extensive design work and thoughtful engineering to successfully manage the capital improvement projects included in the City of National City's capital improvement program.

PPC has extensive experience managing several projects within the same jurisdiction and has previously assembled teams that performed multiple functions for National City. This creates efficiencies that would otherwise be difficult to duplicate. Overlapping personnel on various projects helps develop a keen understanding of National City's particular processes for all types of projects, translating into substantial project cost savings and ensuring continuity.

All PPC activities begin with Byron Wade, the company's President/CEO. Byron takes a personal role in all projects from team building and scoping, to community outreach and project delivery. He stays engaged and active on every project and is the primary contact for PPC.

Based on relevant experience, PPC is confident it can successfully provide the following services identified in your RFQ:

Disciplines

1. Civil Engineering, PPC, Chen Ryan (DBE)
2. Traffic Engineering, Chen Ryan (DBE)
3. Traffic Data Collection, Chen Ryan (DBE)
4. Transportation Planning, Chen Ryan (DBE)
5. Land Surveying, Alta Land Surveying (DBE)
6. Geotechnical, MTGL (DBE)
7. Construction Management & Inspections (including Certified Payroll), PPC
8. Graphic Design/Web Design, PPC
9. Community Outreach, PPC

- 10. Engineering & Project Management, PPC, Chen Ryan (DBE)
- 11. Grants Management, PPC, Chen Ryan (DBE)
- 12. Municipal Code support services, PPC

PPC is especially knowledgeable in managing state and federally funded projects. With our strong reputation and relationships with state and federal regulators and auditors, we are in the best position to keep National City's state and federal projects in compliance. This will also benefit National City on future grant applications.

PPC's professional staff members are all from the greater San Diego area with most of their cumulative experience in the South Bay including National City and Chula Vista. PPC can provide that local knowledge for the benefit of National City.

With Byron Wade as a licensed California attorney, PPC offers all of its services with experience and expertise unique to the engineering consulting community. Byron's strong background in construction and municipal law affords our clients a tremendous advantage in contract drafting, negotiations and claims defense.

We believe PPC earned your trust through a strong track record of success with National City's projects that we have helped bring about, manage and defend. Together, the PPC and National City teams can effectively address the repair, replacement and expansion of the City's physical infrastructure system.

PPC's subconsultant team is specially assembled to meet all the requirements as listed under each subconsultant's specialty and are local certified DBE firms. Chen Ryan Associates is especially familiar with the City of National City and all their listed disciplines. Alta Land Surveying has a strong reputation in the civil engineering community providing land surveying services at competitive prices. MTGL, Inc. gives the City a rare opportunity to provide geotechnical services while meeting DBE requirements.

With this team, PPC can deliver services to grant projects that far exceed the 6% DBE goals.



EXHIBIT B

Rate Schedule

Effective through December 31, 2022

Prevailing Wage Inspectors increases shall occur concurrently with DIR directed rate increases

Title	Hourly Rate
President/CEO	\$275
Principal Construction Manager	230
Senior Construction Manager	185
Construction Manager III	165
Construction Manager II	145
Construction Manager I	120
Principal Civil Engineer	230
Senior Civil Engineer	185
Civil Engineer	165
Assistant Civil Engineer	145
Communications Director	130
Senior Administrator	95
Administrative Assistant	85
Intern	50

Prevailing Wage Assignments:

Title	Prevailing Wage Rate	Base	Special/Multi Shift	1 ½ x OT	2 x OT
Public Works Inspector		\$155	\$156*	\$204	\$254

Minimum billing increments shall be 0.25 hours. Minimum daily billing for inspector is 4 hours.

Normal work hours: 8:00 a.m. – 5:00 p.m.

PPC Holidays per handbook are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and New Year's Eve.

Overtime – Overtime shall be billed at the normal hourly rates for all staff except inspectors.

*Inspectors are paid in accordance with the applicable State or Federal prevailing wage requirements for overtime, special shifts and multi-shifts. Minimum daily shift is 4 hours.

Mileage charged at the current federal rate.

Incidental copies are including in the hourly rate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department
	PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601
	E-MAIL ADDRESS: certificates@cavignac.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Company NAIC # 11000
	INSURER B: Travelers Casualty and Surety 19038
	INSURER C: Hartford Casualty Insurance Co 29424
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1989806011	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	72SBWAR9250	5/10/2019	5/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> NoOwnedAutos	Y	72SBWAR8250	5/10/2019	5/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		72SBWAR9250	5/10/2019	5/10/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	72WEGPH2220	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		106295039	5/10/2019	5/10/2020	Ea Claim & Aggreg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Agreement Number : EG-00027, The City of National City -> Engineering/Public Works, Reference ID (Vendor ID) : 41664. Additional Insured coverage applies to General Liability and Automobile Liability for The City of National City per policy form. Waiver of subrogation applies to General Liability, Automobile Liability and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit.

CERTIFICATE HOLDER The City of National City c/o EXIGIS Insurance Compliance Services P.O. Box 4668 - ECM #35050 New York NY 10163-4668	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEG PH2220

Endorsement Number:

Effective Date: 07/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PROJECT PROFESSIONALS CORPORATION
4499 RUFFIN RD STE 250
SAN DIEGO CA 92123

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative

POLICY NUMBER: 72 SBW AR9250



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS,
AND EMPLOYEES-----
C/O EXIGIS INSURANCE COMPLIANCE SERVICES
P O BOX 4668-ECM35050--
NEW YORK, NY 10163-4668-----
ALL PROJECTS PER AGREEMENT.-----



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an Indemnatee of the Insured is also named as a party to the "suit", we will defend that indemnatee if all of the following conditions are met:

- (1) The "suit" against the Indemnatee seeks damages for which the insured has assumed the liability of the indemnatee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnatee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnatee;
- (5) The indemnatee and the insured ask us to conduct and control the defense of that indemnatee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnatee; and
- (6) The indemnatee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnatee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnatee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnatee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnatee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnatee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnatee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily Injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any Insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily Injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily Injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any Insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily Injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional Insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any Insured, you or any additional Insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional Insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved Insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional Insured, such additional Insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional Insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional Insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional Insured that is an individual;
- (2) Any partner, if you or an additional Insured is a partnership;
- (3) Any manager, if you or an additional Insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional Insured is a corporation;
- (5) Any trustee, if you or an additional Insured is a trust; or
- (6) Any elected or appointed official, if you or an additional Insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this Insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this Insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily Injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. - Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION (PPC) FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS.

WHEREAS, National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years which will include Projects, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering and Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the Engineering and Public Works Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline; and

WHEREAS, based on the strength of their SOQ and interview, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Project Professionals Corporation, for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

NOW, THEREFORE, the City Council of the City of National City authorizes the Mayor to Execute a three-year Agreement with Project Professionals Corporation for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

BE IT FURTHER RESOLVED, that the City Council of the City of National City authorizes the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PASSED and ADOPTED this 5th day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - Soldier Ride San Diego sponsored by Wounded Warrior Project on November 22, 2019 from 9 a.m. to 12 p.m. with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Temporary Use Permit – Soldier Ride San Diego sponsored by Wounded Warrior Project on November 22, 2019 from 9 a.m. to 12 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: 619-336-4255

DEPARTMENT: Neighborhood Services

APPROVED BY: 

EXPLANATION:

This is a request from the non-profit organization Wounded Warrior Project to conduct the Soldier Ride San Diego through San Diego County on November 22, 2019. 60 participants are expected for this event.

OUTBOUND – The course begins at Fire Station 34 at 9:15 a.m. Riders will turn right (west) onto 16th Street, then left (south) down National City Boulevard. Riders will continue to E Street in Chula Vista, to Bonita Road. Riders will follow Bonita Road to Sweetwater Road. Riders will continue on Sweetwater until Rohr Park. Riders will stop at Rohr Park for approx. 30 minutes for water break, then continue on Sweetwater Road until it becomes 30th Street. Riders will turn right (north) on J Street, then left (west) on 16th Street, ending back at the Fire Station 34. This Peloton will be led by California Highway Patrol, San Diego Police Department personnel and AMR trailing for safety reasons. No roads need to be closed for this ride. Event course is mapped and listed.

NOTE: On October 15, 2019 City Council approved a similar event.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments.

Total fees: \$272.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☒ Other (specify) Adaptive Bicycle Ride

Event Name & Location

Event Title Soldier Ride San Diego

Event Location (list all sites being requested) Fire Station 34 to Liberty Station and back.

Event Times

Set-Up Starts
Date 11/22/19 Time 7:00am Day of Week Friday

Event Starts
Date 11/22/19 Time 9:00am Day of Week Friday

Event Ends
Date 11/22/19 Time 12:00pm Day of Week Friday

Breakdown Ends
Date 11/22/19 Time 1:00pm Day of Week Friday

Applicant Information

Applicant (Your name) Claudia Doyle Sponsoring Organization Wounded Warrior Project

Event Coordinator (if different from applicant) _____

Mailing Address 1 S Nevada Ave Suite 205 Colorado Springs, CO 80903

Day Phone 904-832-5326 After Hours Phone _____ Cell _____ Fax _____

Public Information Phone _____ E-mail cdoyle@woundedwarriorproject.c

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 6/6/19



Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ Estimated Expenses for this event.

\$ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

WWP will conduct an adaptive bike ride from National City Fire Station 34 to Rohr Park and back.

We are expecting 50-60 riders. We will have police leading and trailing, and AMR will be trailing as well

We plan to set up at 7am at the fire station, and leave no later than 9:00am, arriving back by 12pm.

Estimated Attendance

Anticipated # of Participants: 60 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): We will have a police escort,

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Police services have been provided by HWY patrol in the past, looking at asking for support from

City of San Diego.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes ☐ No ☐ First aid/CPR certified? Yes ☐ No ☐

☒ First aid station to be staffed by professional company. ► Company AMR

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
only thing required is our adaptive equipment, which is provided by us.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes ☐ No ☐

☐ Using Kimball Park Bowl
Lighting (from _____ to _____)

☐ Using on-site electricity ☐ For sound and/or lighting

☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting

☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

☐ Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____
Company Phone

► Load-in Day & Time _____ ► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☒ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____

☒ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☒ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Wounded Warrior Project Soldier Ride</u>	
Event Address: <u>343 E 16th St, National City, CA 91950</u>	Expected # of Attendees: <u>60</u>
Event Host/Coordinator: <u>Claudia Doyle</u>	Phone Number: <u>9048325326</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Wounded Warrior Project
Person in Charge of Activity: Claudia Doyle
Address: 1 S Nevada Ave Suite 205
Telephone: 9048325326 Date(s) of Use: 11/22/19

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

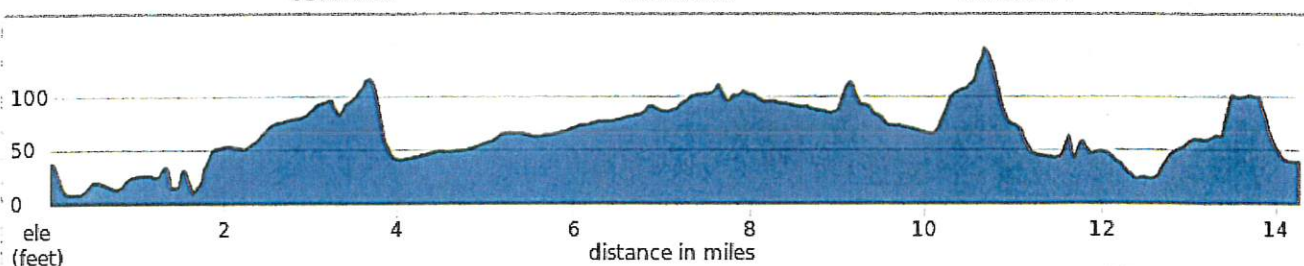
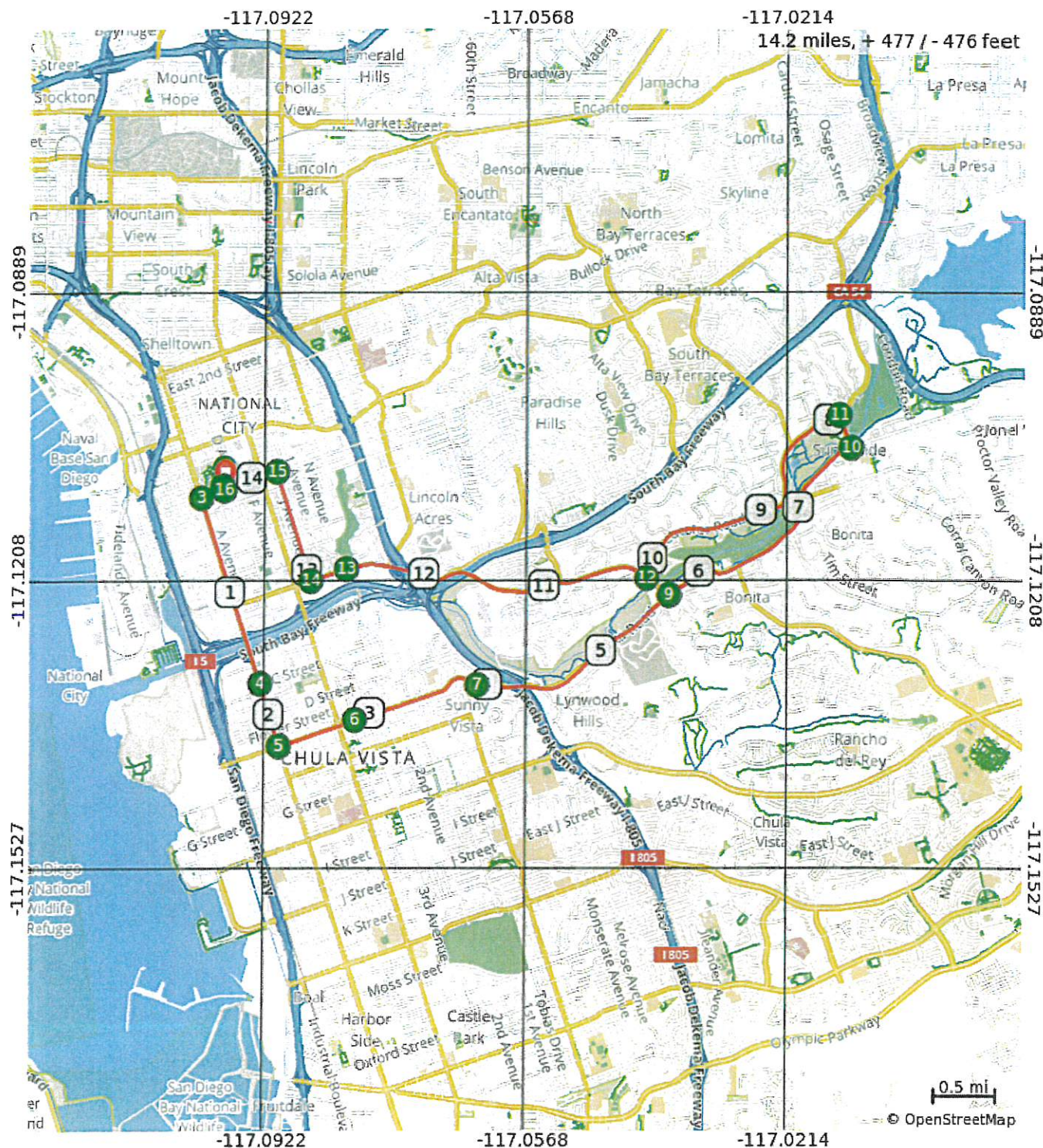
Signature of Applicant: 

Official Title: Soldier Ride Logistics Coordinator Date: 06/06/2019

For Office Use Only

Certificate of Insurance Approved _____ Date _____

SD Fire Station Ride



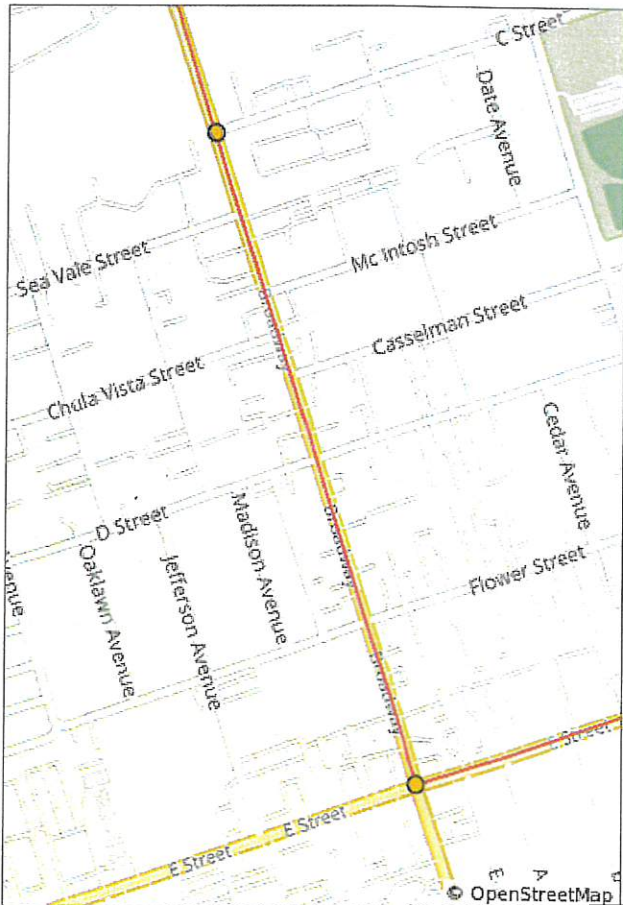
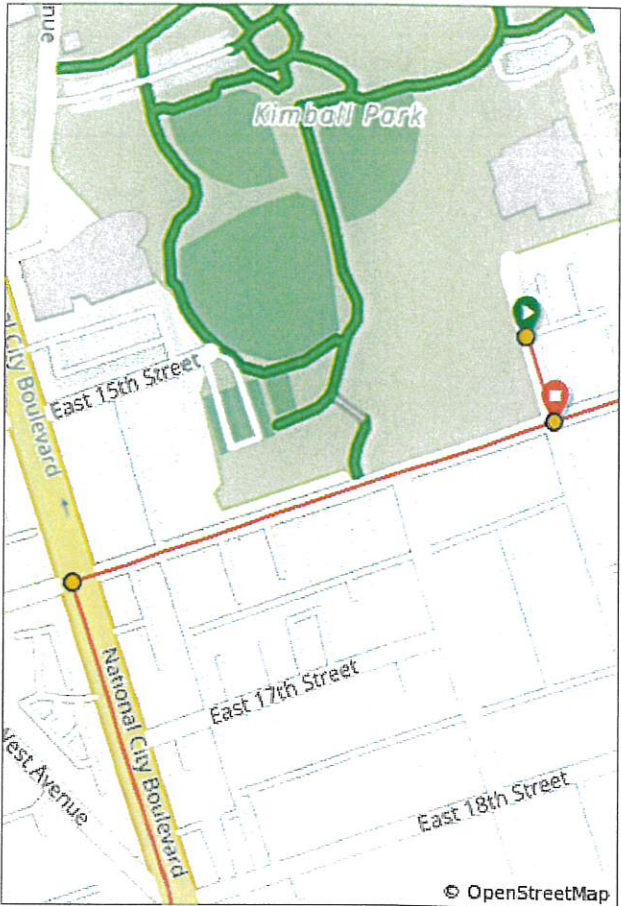
SD Fire Station Ride

Num	Dist	Prev	Next
1.	0.0	0.0	0.0
2.	0.0	0.0	0.2
3.	0.2	0.2	1.5

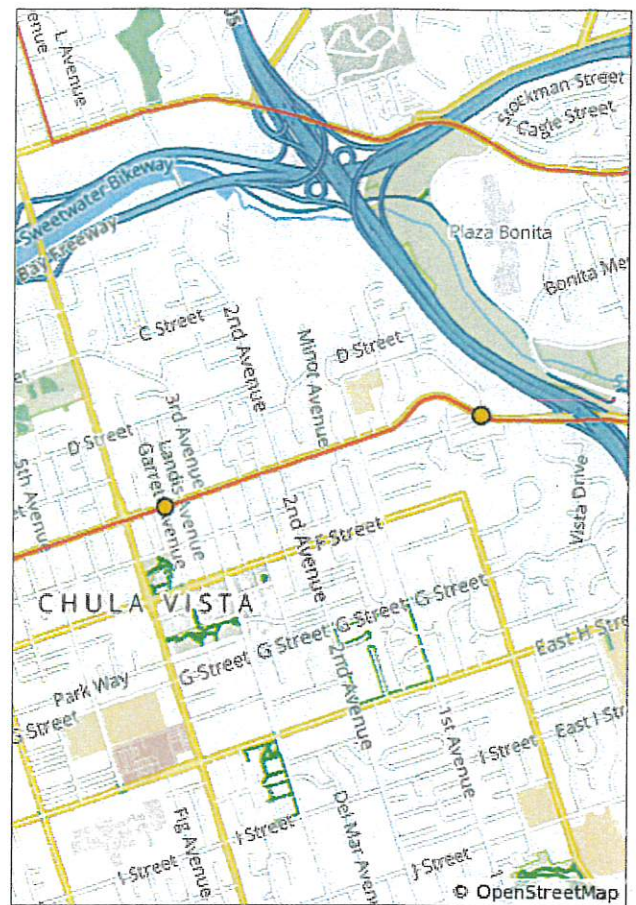
0.2 miles. +0/-27 feet

Num	Dist	Prev	Next
4.	1.7	1.5	0.5
5.	2.2	0.5	0.6

2.0 miles. +21/-2 feet

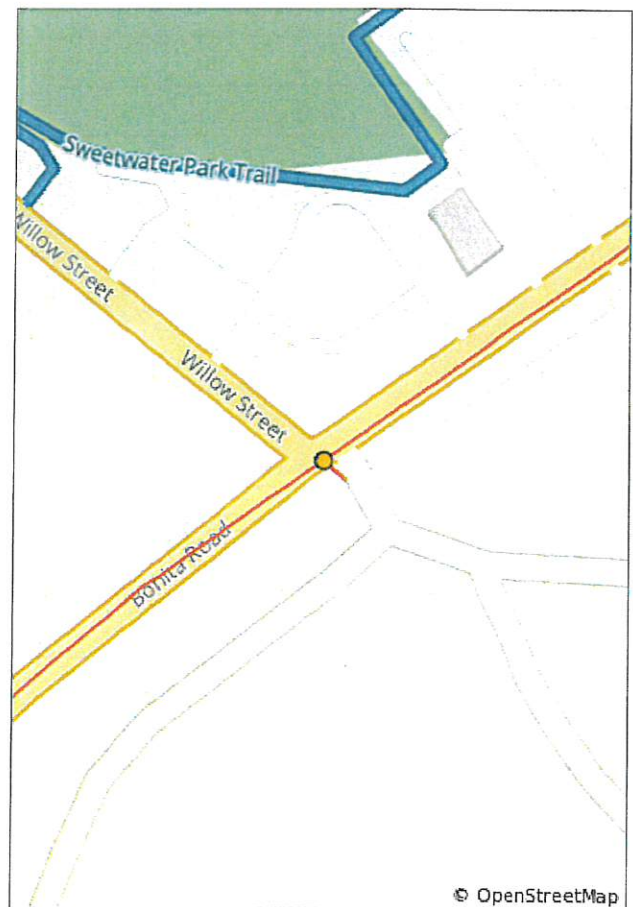


Num	Dist	Prev	Next
6.	2.9	0.6	1.0
7.	3.9	1.0	1.8



1.7 miles. +47/-81 feet

Num	Dist	Prev	Next
8.	5.7	1.8	0.0
9.	5.7	0.0	2.0



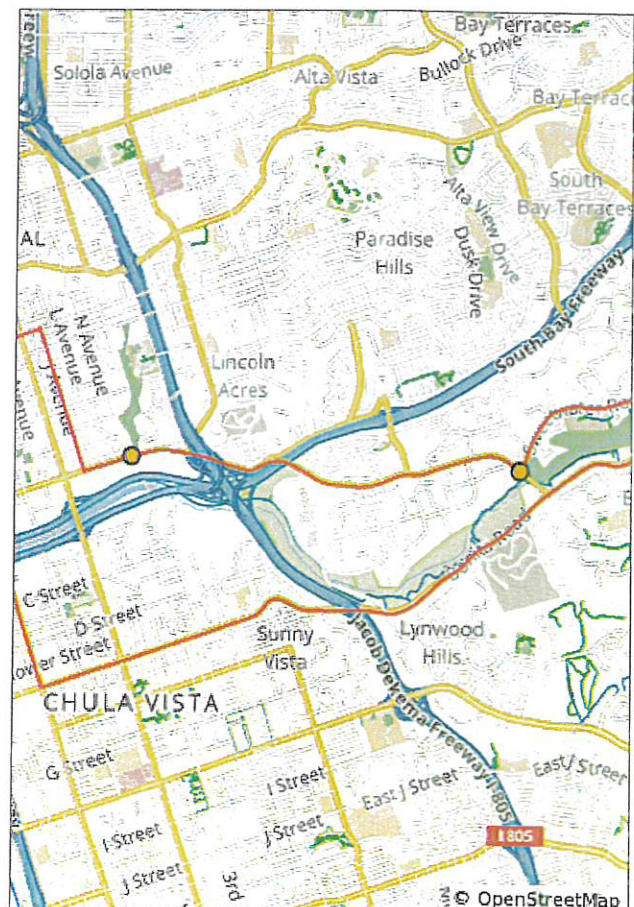
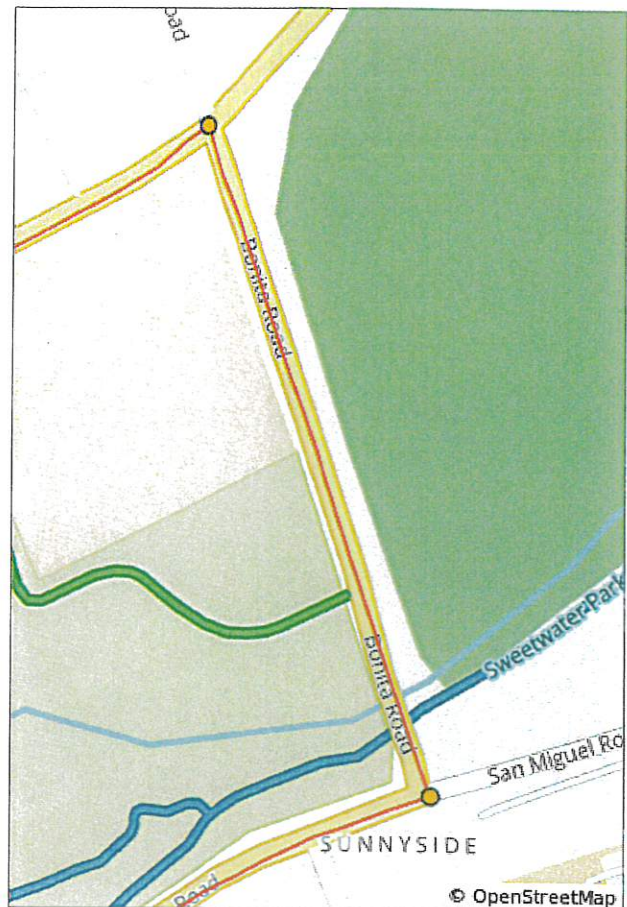
1.8 miles. +0/-0 feet

Num	Dist	Prev	Next
10.	7.7	2.0	0.3
11.	7.9	0.3	2.2

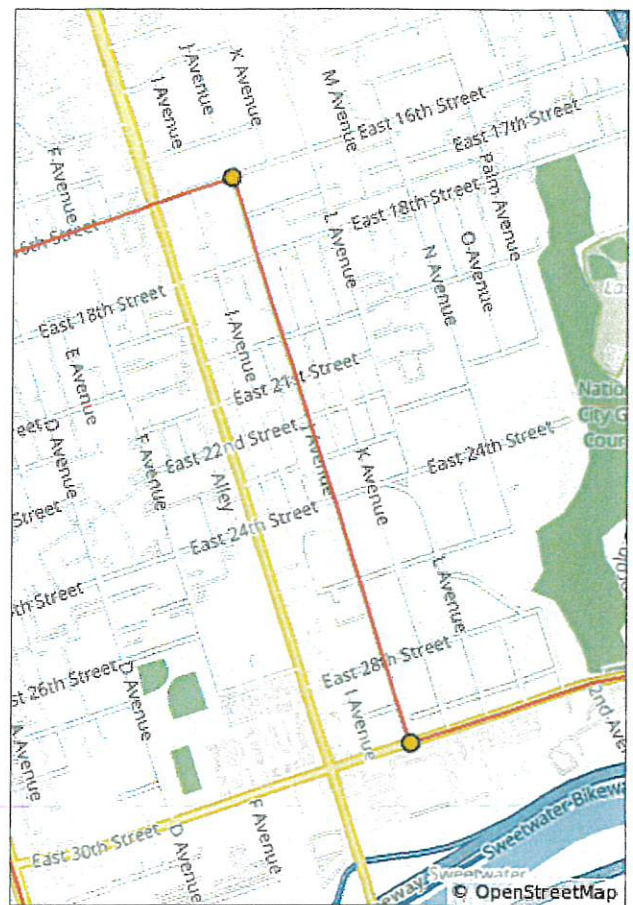
2.2 miles. +7/-6 feet

Num	Dist	Prev	Next
12.	10.2	2.2	2.5
13.	12.6	2.5	0.3

4.7 miles. +96/-150 feet

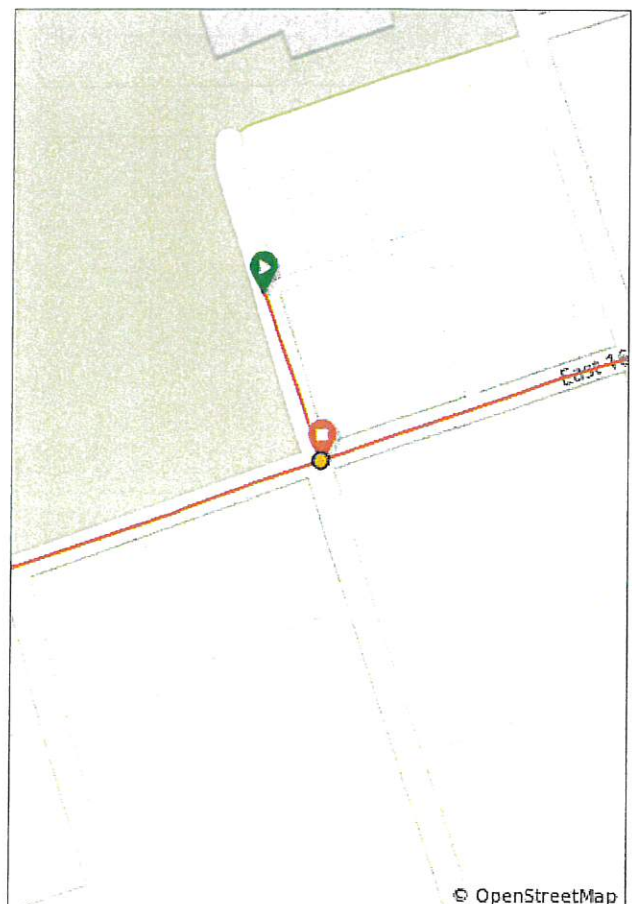


Num	Dist	Prev	Next
14.	12.9	0.3	0.9
15.	13.8	0.9	0.4



1.2 miles. +47/-5 feet

Num	Dist	Prev	Next
16.	14.2	0.4	0.0



0.4 miles. +0/-0 feet

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **Wounded Warrior Project**
EVENT: **Soldier Ride San Diego**
DATE OF EVENT: **November 22, 2019**

APPROVALS:

COMMUNITY SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
RISK MANAGER	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
PUBLIC WORKS	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FINANCE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FIRE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
POLICE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
CITY ATTORNEY	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
ENGINEERING	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
COMMUNITY DEVELOPMENT	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

A bulletin information Form (BIF) will be created for all patrol personnel working during the event times listed. National City Police Traffic Division Sergeant has been notified of this event. Per the event application there is a request for California Highway Patrol and San Diego Police Department personnel. There is no request for National City Police Department assistance.

ENGINEERING

No comments

CITY ATTORNEY

Approved on conditions that Risk Manager approves

COMMUNITY SERVICES

No involvement

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization
- 4) Fees can only be waived by City Council

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request to for the issuance of a Temporary Use Permit. It is recommended that as a condition of the issuance of the permit that the following documents must be provided:

- A valid copy of the Certificate of Liability Insurance.
- That the insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers".
- The applicant's medical provider has previously provided the Certificate of Liability Insurance and supporting additional insured endorsements for this event
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4301

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted

FINANCE

"Wounded Warrior Project" needs to complete the business license application.

The following page(s) contain the backup material for Agenda Item: [City Council Meeting Schedule for January 2020. \(City Clerk\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

City Council Meeting Schedule for January 2020. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: (619) 336-4226

APPROVED BY: 

EXPLANATION:

The City Council approved work furlough will result in City Hall being closed from December 23, 2019 until January 6, 2020. Consequently, the City Council Meeting schedule for January 2020 will need to be modified.

In order to provide the public with proper notice, it is recommended that the City Council adopt a motion dispensing with the January 7, 2020 Regular Meetings of the City Council and Successor Agency and adjourn the Regular Meetings of December 17, 2019 to the next Regular Meeting to be held on January 21, 2020.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

The City Council adopt a motion dispensing with the January 7, 2020 Regular Meetings of the City Council and Successor Agency and adjourn the Regular Meetings of December 17, 2019 to the Next Regular Meeting to be held on January 21, 2020.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

| N/A |